

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
O'TOOLE SCRIVO, LLC Joshua Zielinski, Esq. R. Brant Forrest, Esq. 14 Village Park Road Cedar Grove, NJ 07009 Telephone: (973) 239-5700 Attorneys for All State Electrical Construction	
In Re:	
NATIONAL REALTY INVESTMENT ADVISORS, LLC, <i>et al</i> ¹ .	
Debtors.	

Chapter 11
Case No.: 22-14539-JKS
Judge: John K. Sherwood

Hearing Date and Time:
TBD

**CERTIFICATION IN RESPONSE TO DEBTORS' MOTION FOR ENTRY OF AN
ORDER AUTHORIZING THE DEBTORS TO ASSUME CERTAIN CONSTRUCTION
CONTRACTS**

I, Jason Ronchi, hereby certify as follows:

1. I am the President of All State Electrical Construction ("All State"). I make this certification in response to the Debtors' Motion for Entry of An Order Authorizing the Debtors to Assume Certain Construction Contracts [ECF. No. 85] (the "Motion").
2. The Debtors' motion seeks to assume, among other agreements, a contract entered into by one of the Debtors with All State on or about May 28, 2021, which is referred to in the Motion as "Subcontract Agreement dated May 28, 2021 and effective June 1, 20201 [sic]" (the "All State Contract").
3. Specifically, this response is submitted solely to clarify the precise cure amounts owed to All State and factual statements in the Motion.

4. All State is an electrical sub-contractor working on The Station – 4901 Bergenline Avenue, which is a high-rise project located in West New York, New Jersey (the “Project”).
5. The All State Contract for the Project was entered into by All State with Bergenline Capital 4901 LLC and is dated October 29, 2019, with an effective date of November 12, 2019. A true and correct copy of the All State Contract is attached hereto as **Exhibit “A”**.
6. All State is in the process of completing work on the Project.
7. All State has never had dealings with National Realty Investment Advisors (“NRIA”) or any of its principals or affiliated companies.
8. The Project was brought to our attention by the general contractor, and All State only knew of the Project as “The State” and “Bergenline.”
9. It was not until after entering the All State Contract that All State learned that the Project was affiliated with NRIA. All State has had no direct dealings or relationships with NRIA or its principals.
10. All State relies on continued payment pursuant to the All State Contract in order to continue to employ workers, provide labor and materials to the site, and afford overhead.
11. The total base amount of the All State Contract is \$1,200,000.00, which was increased by net change orders of \$642,064.35, resulting in an adjusted contract price of \$1,842,064.35. Of this amount, All State has only been paid \$1,432,666.96 to date.
12. As a matter of clarification, the amount listed in the Motion for All State’s cure is \$67,837.00.

The amounts owed are actually as follows:

- a. Pre-petition amount owed for the base contract is \$67,837.00;
- b. Pre-petition amount owed for change orders due to material escalation is \$192,979.88. See Exhibit “B”;
- c. The total amount billed for work completed post-petition through June 30, 2022, is

\$31,554.00; and

- d. Debtors are current on post-petition amounts for the base contract, through June 30, 2022. All State has sent an invoice for work completed in July 2022, totaling \$9,087.68, which has not yet been approved by the Debtors.

- 13. The Project is a significant project of the Debtors that needs to be completed in order for the residential units to be leased and to start generating income. As Debtors' state in the Motion, "the Debtors will be able to complete the outstanding properties with a view toward maximizing the value thereof." As this property is a high-rise building overlooking New York City, All State should be allowed to complete its work at the Project, so that the Project can be finalized.
- 14. While All State understands that the property needs to be completed to generate income for the Debtors, All State deserves to be paid for its work in accordance with the All State Contract. All State is in the position where it is being asked to complete the Project and perform in accordance with the All State Contract to benefit the Debtors and their estates. It is critically important that the All State Contract be assumed at the proper cure cost, so that All State is paid and can continue to perform.
- 15. Accordingly, it is respectfully submitted that the Motion be granted as it relates to the All State Contract, but with the clarified cure amount including all post and pre-petition amounts.

I certify under penalty of perjury that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date: July 28, 2022

A handwritten signature in black ink, appearing to read "Jason Ronchi", written over a horizontal line.

Jason Ronchi
President

All State Electrical Construction

Exhibit A

SUBCONTRACT AGREEMENT

ARTICLE 1

AGREEMENT

This Agreement made this 29th day of October 2019, and effective the 12th day of November 2019, by and between, BERGENLINE CAPITAL 4901, LLC hereinafter called the Owner, and All State Electrical Construction at 10 Railroad Ave. Ridgefield Park, NJ 07660, hereinafter called the Subcontractor, to perform part of the Work on the following Project:

PROJECT: Bergenline Station – 4901 Bergenline Ave, West New York, NJ

OWNER: BERGENLINE CAPITAL 4901, LLC

ARCHITECT/MEP/SITE CIVIL STRUCTURAL DESIGNER: Jose Carballo Architectural Group, Bertin Engineering, and Costa Engineering Corporation.

CONSTRUCTION MANAGER: DMR Construction Services, Inc., 160 Hopper Avenue, Waldwick, New Jersey 07463

SUBCONTRACTOR: All State Electrical Construction

CONTRACT PRICE: \$ 1,200,000.00 (One million two hundred thousand dollars)

Notice to the parties shall be given at the above addresses.

ARTICLE 2

SCOPE OF WORK

2.1 SUBCONTRACTOR'S WORK. The Owner contracts with the Subcontractor as an independent contractor, to perform the work described in Article 16. The Subcontractor shall perform such work (hereinafter called the "Subcontractor's Work") under the general direction of the Construction Manager and in accordance with this Agreement and the Contract Documents (set forth in Article 16.6), which are binding on the Subcontractor. The Subcontractor acknowledges that the Construction Manager is a disclosed agent of the Owner authorized by the Owner to act on its behalf regarding all matters relevant to this Subcontract Agreement. Furthermore, although the Subcontractor will receive payments from the Construction Manager, the Subcontractor recognizes that the Construction Manager is acting as a conduit for passing said payments through from the Owner to the Subcontractor and the Subcontractor agrees that any cause of action in its favor that arises under this Subcontract Agreement will be against the Owner not the Construction Manager and the Construction Manager will not be added as a party to any legal proceeding or arbitration concerning this Agreement.

2.2 CONFLICTS. In the event of a conflict between this Agreement and the Contract Documents, this Agreement shall govern; except that where the Contract Documents place upon the Construction Manager conditions which pertain to the Subcontractor's Work and are more stringent than those set forth in this Agreement, then in that event the Contract

Documents shall govern.

2.3 SITE INSPECTION. The Subcontractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Subcontract Work and the conditions and difficulties, if any, under which it is to be performed, assumes all risks therefrom, and enters into this Agreement on the basis of its own examination, investigation and evaluation.

2.4 WORK TO COMPLY. All work shall comply with the applicable building and safety codes. All materials shall be new and conform to the requirements of the contract documents. All work shall be performed in a good and workmanlike manner and subject to the approval of the Construction Manager, the Architect (or other appropriate design professional), local building inspector(s)/sub-code official(s), and the lender(s) financing the Project. Subcontractor's scope of work includes the Subcontractor's supply of temporary power and cleanup as needed.

ARTICLE 3

SCHEDULE OF WORK

3.1 TIME IS OF THE ESSENCE. The Subcontractor recognizes and agrees that time is of the essence of this Agreement and represents timely performance is a material condition of this Agreement, including acceptance of a six (6) day standard work week as needed. The proposed schedule of work, signed by both Construction Manager and Subcontractor, is

Agreed to:
(5) Saturdays
Only!
[Signature]

attached hereto and made a part hereof as **Exhibit D** ("Subcontractor's Schedule"). The Subcontractor further acknowledges that Construction Manager shall have the right to modify the Subcontractor's Schedule and to suspend, delay, accelerate or vary the sequence of Subcontractor's Work without additional compensation to Subcontractor. Subcontractor further acknowledges its obligation to adhere to such schedule modifications. Subcontractor acknowledges that its failure to perform its work in accordance with Subcontractor's Schedule shall be a material default of this agreement and, if not timely cured, will entitle Construction Manager to terminate this Agreement for default pursuant to Article 10 hereof.

3.2 DUTY TO BE BOUND. The Construction Manager shall prepare the Schedule of Work and revise the Schedule of Work as the work progresses. This Subcontractor shall be bound by the Schedule of Work and shall commence and complete its work pursuant to the Schedule of Work established by the Construction Manager. The Subcontractor agrees to prosecute the work with a sufficient force of skilled and qualified workmen as required so as not to delay the progression and completion of the work and the entire Project. The Subcontractor shall provide the Construction Manager with any requested scheduling information for the Subcontractor's Work.

3.3 SCHEDULE CHANGES. The Subcontractor recognizes that changes may be made to the Schedule of Work and agrees to comply with such changes. The Construction Manager shall have the right to modify the Schedule of Work, to suspend, delay or accelerate, in whole or in part, the commencement or execution of the Subcontractor's Work, or vary the sequence thereof, without compensation to the Subcontractor. In the event such delay extends the overall time of the Subcontractor's performance, due to no fault of the Subcontractor, the time for the Subcontractor to complete its work shall be extended, as provided under this Agreement.

3.4 PRIORITY OF WORK. The Construction Manager shall have the right to decide the time, order and priority in which the various portions of the Work, including that of the subcontractors shall be performed and all other matters relative to the timely and orderly conduct of the Subcontractor's Work.

ARTICLE 4

CONTRACT PRICE

The Construction Manager agrees to pay to the Subcontractor for the satisfactory performance of the Subcontractor's Work the sum of \$1,200,000.00 (One million two hundred thousand dollars) in words and numbers in

accordance with Article 5, subject to additions or deductions per Article 6.

ARTICLE 5

PAYMENT

5.1 GENERAL PROVISIONS.

5.1.1 SCHEDULE OF VALUES. The Subcontractor shall provide a schedule of values satisfactory to the Construction Manager and the Owner no more than fifteen (15) days from the date of execution of this Agreement.

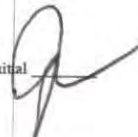
5.1.2 PAYMENT USE RESTRICTION. No payment received by the Subcontractor shall be used except to first satisfy or secure any indebtedness owed by the Subcontractor to a person furnishing labor or materials for use in performing the Subcontractor's Work.

5.1.3 PAYMENT USE VERIFICATION. The Construction Manager shall have the right at all times to contact the Subcontractor's subcontractors and suppliers to ensure that the same are being paid promptly by the Subcontractor for labor or materials furnished for use in performing the Subcontractor's Work.

5.1.4 PARTIAL LIEN WAIVERS AND AFFIDAVITS. When required by the Construction Manager and as a prerequisite for payment, the Subcontractor shall provide, in a form satisfactory to the Owner and the Construction Manager, partial lien or claim waivers and affidavits from the Subcontractor, and its subcontractors and suppliers for the completed Subcontractor's Work for which payment is currently being sought. Such waivers may be made conditional upon payment.

5.1.5 REMOVAL OF LIEN/SUBCONTRACTOR PAYMENT FAILURE. If any subcontractor, laborer or materialman of the Subcontractor or any person or entity directly or indirectly acting for or through it files a mechanics' lien, stop notice or other claim against the Project, the property, or any part thereof, or any improvements thereon or against monies due or to become due from the Owner to the Construction Manager or from the Owner to the Subcontractor, for or on account of any work, labor, services, materials, equipment or other items furnished in connection with the work or any change order in connection with the Project, the Subcontractor agrees to satisfy, remove, or discharge such liens or claims at its own expense by bond, payment or otherwise within five (5) days of the date of filing thereof. If the Subcontractor shall fail to do so, the Construction Manager shall have the right, in addition to all other rights and remedies provided by the Contract Documents or law, to satisfy, remove, or discharge such liens or claims by whatever means the Construction Manager chooses at the entire expense of the Subcontractor, including legal fees. The

*Base Bid
only*

Initial 

Construction Manager shall have the right to retain out of any payments due or to become due to the Subcontractor a reasonable amount to protect the Owner and Construction Manager from any and all loss, damage or expense including attorney's fees arising out of or relating to any such claim or lien until the claim or lien has been satisfied by the Subcontractor. In the event the Construction Manager has reason to believe (other than through a lien filing) that labor, material or other obligations incurred in the performance of the Subcontractor's Work are not being paid, the Construction Manager shall give written notice to the Subcontractor and may take any steps deemed necessary to insure that any progress payment shall be utilized to pay such obligations.

If upon receipt of said notice, the Subcontractor does not:

(a) supply evidence to the satisfaction of the Construction Manager that the monies owing to the claimant have been paid; or

(b) post a bond indemnifying the Owner, the Construction Manager, the Construction Manager's surety, if any, and the premises from such claim or lien; then the Construction Manager shall have the right to retain out of any payments due or to become due to the Subcontractor a reasonable amount to protect the Construction Manager from any and all loss, damage or expense including attorney's fees arising out of or relating to any such claim or lien until the claim or lien has been satisfied by the Subcontractor.

Upon execution of this Subcontract or as soon thereafter as possible Subcontractor shall furnish to Construction Manager a list of the names and addresses of all persons or entities with whom Subcontractor has or will enter into a contract for the performance of any part of the Subcontractor's work. Subcontractor understands that Construction Manager may rely upon this list in ascertaining who, if anyone, has lien rights against the Project or the funds due the Construction Manager or subcontractor from the Owner, and agrees to be liable for all damages, including attorney's fees, incurred by the Owner and Construction Manager as a result of any errors or omissions in the list.

5.1.6 PAYMENT NOT ACCEPTANCE.

Payment to the Subcontractor is specifically agreed not to constitute or imply acceptance by the Construction Manager or the Owner of any portion of the Subcontractor's Work.

5.2 PROGRESS PAYMENTS.

5.2.1 APPLICATION. The Subcontractor's progress payment application for work performed during the preceding payment period shall be submitted to the Construction Manager per the terms of this Agreement and specifically Articles 5.1.1, 5.2.2, 5.2.3 and 5.2.4 for approval of the Construction Manager.

5.2.2 RETAINAGE/SECURITY. The rate of

retainage shall be 10% of the completed Subcontractor's Work as determined by the Schedule of Values. This retainage rate shall apply even where retainage is being withheld from the Construction Manager by the Owner at a lower rate. Retainage will be reduced to 5% after the project receives approval from the local building department and is accepted by owner and architect. The balance of retainage is to be released after receipt of a certificate of occupancy and completion of all punchlist work.

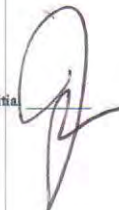
5.2.3 TIME OF APPLICATION. The Subcontractor shall submit progress payment applications to the Construction Manager no later than the 5th day of the month following the month during which the Subcontractor performed the work which will be billed on the progress payment application, and, to the extent allowed under Article 5.2.4, materials suitably stored during the preceding payment period.

5.2.3.1 PAYMENTS BY

SUBCONTRACTOR. The Subcontractor shall pay for materials, equipment and labor used in connection with the performance of this Agreement through the period covered by previous payments received from the Owner, and shall furnish with each progress payment application releases, lien waivers, and satisfactory evidence, when requested by the Construction Manager, to verify compliance with the above requirements. If the Subcontractor refuses or neglects to comply herewith, no payments shall be due to the Subcontractor.

5.2.4 STORED MATERIALS. Materials stored on site will not be paid for unless installed in accordance to the contract documents. If approved in writing by the Owner and Construction Manager, materials may be stored and paid for onsite, however, it is the Subcontractor responsibility to protect and maintain the materials or equipment and to guarantee against any damage from anyone or anything including but not limited to weather, theft or vandalism. Subcontractor shall remain fully liable for all such material and shall be responsible for providing insurance for such material until the material is installed as per the contract documents.

5.2.5 TIME OF PAYMENT. Progress payments to the Subcontractor for satisfactory performance of the Subcontractor's Work shall be made no later than fourteen (14) days after approval of payment from the Owner for the Subcontractor's Work, upon the condition precedent that Construction Manager has prior thereto received comparable payment from Owner. Subcontractor understands and acknowledges that Construction Manager is relying upon the credit of the Owner to make payment for the Subcontractor's work, and Subcontractor similarly relies solely upon the credit of the Owner for its payments.



5.3 FINAL PAYMENT.

5.3.1 APPLICATION. Upon acceptance of the Subcontractor's Work by the Owner, the Construction Manager, and if necessary, after approval of the Architect, and upon the Subcontractor furnishing evidence of fulfillment of the Subcontractor's obligations in accordance with the Contract Documents and Article 5.3.2, shall forward to the Owner the Subcontractor's application for final payment without delay.

5.3.2 REQUIREMENTS. Before the Construction Manager shall be required to forward the Subcontractor's application for final payment to the Owner, or to forward final payment to the Subcontractor, the Subcontractor shall submit to the Construction Manager :

(a) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Subcontractor's Work for which the Owner or its property or the Construction Manager or the Construction Manager's surety might in any way be liable, have been paid or otherwise satisfied;

(b) consent of surety to final payment, if required;

(c) if requested by the Construction Manager or Owner, evidence that the Sub-contractor and its Subcontractors have paid prevailing wage on the Project;

(d) satisfaction of required closeout procedures; and

(e) other data if required by the Construction Manager or Owner, such as receipts, releases, and waivers of liens to the extent and in such form as may be designated by the Construction Manager or Owner.

Final payment shall constitute a waiver of all claims by the Subcontractor relating to the Subcontractor's Work, including but not limited to all claims for additional compensation or extensions of time, but shall in no way relieve the Subcontractor of liability for the obligations assumed under Article 9.5 hereof, or for faulty or defective work appearing after final payment.

5.3.3 TIME OF PAYMENT. Subject to the provisions of paragraph 5.2.5, final payment of the balance due of the contract price shall be made to the Subcontractor:

(a) upon receipt of the Owner's waiver of all claims related to the Subcontractor's Work except for unsettled liens, unknown defective work, and non-compliance with the Contract Documents or warranties; and

(b) within fourteen (14) days after receipt by the Construction Manager of final payment from the Owner for such Subcontractor's Work.

5.4 PAYMENTS WITHHELD. Construction Manager reserves the right to withhold from Subcontractor's progress or final payments an amount sufficient to compensate the Owner and Construction Manager for any direct or indirect loss or damage including attorney's fees resulting from the following:

(a) reasonable evidence that Subcontractor has not paid laborers, sub-subcontractors, suppliers, and any other person or entity furnishing labor, materials, equipment or services to the project;

(b) reasonable evidence of subcontractor's failure to comply with all laws, rules and regulations governing Subcontractor's work;

(c) reasonable evidence that Subcontractor cannot complete the work in accordance with the schedule or otherwise in accordance with the Contract Documents;

(d) reasonable evidence of claims filed by third persons and arising out of the Subcontractor's work;

(e) reasonable evidence of defective or incomplete work; and

(f) such other reason as the Construction Manager, in its sole discretion, deems as justification for withholding payments.

5.5 PAYMENT NOT ACCEPTED. Payment to the Subcontractor is specifically agreed not to constitute or imply acceptance by the Owner or Construction Manager of any portion of the Subcontractor's Work.

ARTICLE 6

CHANGES, CLAIMS AND DELAYS

6.1 CHANGES. When the Construction Manager so orders in writing, the Subcontractor, without nullifying this Agreement, shall make any and all changes in the Work which are within the general scope of this Agreement.

Adjustments in the contract price or contract time, if any, resulting from such changes shall be set forth in a Subcontract Change Order issued pursuant to the Contract Documents.

No such price or time adjustments shall be made for any such changes performed by the Subcontractor that have not been so ordered in writing by the Construction Manager. Unless different markups are called for in the Contract Document, Subcontractor shall be limited to the following markups on change order work:

Overhead:

For labor, material or equipment owned and furnished by Subcontractor itself 10%
For labor, material or equipment furnished to Subcontractor by a Sub-subcontractor or supplier 5% Profit:

Calculated on the total cost of the work to the Subcontractor, inclusive of overhead as calculated above 7.5%

Bond Premium: (if required)

Calculated on the total cost of the work, inclusive of overhead and profit as calculated above 1.5%

6.1.1 LATE CLAIMS WAIVED. The Subcontractor shall review each change issued by the Construction Manager and shall advise the Construction Manager in writing within seven (7) days of receipt of the change order, of the impact, if any, on the Subcontractor's Work, including any adjustment in the time of the

Subcontractor's performance or the contract price. Any claim for adjustment submitted thereafter is waived. The Subcontractor shall proceed with the changed work as directed by the Construction Manager while such claim for adjustment is being determined.

6.1.2 PAYMENT FOR CHANGES/TIME ADJUSTMENTS. Subcontractor relies solely upon the credit of the Owner for its payments. Receipt of an adjustment of time from the Owner or Construction Manager because of a change in the Subcontractor's Work shall be an express condition precedent to the right of the Subcontractor to receive an adjustment in the time of its performance under this Agreement from the Construction Manager.

6.2 CLAIMS RELATING TO OWNER. The Subcontractor agrees to make all claims for which the Owner is or may be liable in the manner provided in the Contract Documents for like claims by the Construction Manager upon the Owner.

Notice of such claims shall be given by the Subcontractor to the Construction Manager within seven (7) days of the beginning of the Subcontractor's Work or the event for which such claim is to be made, whichever shall first occur, otherwise, such claims shall be deemed waived. However, in the event the Contract Documents impose a shorter or different period of time for the presentation of claims by the Construction Manager upon the Owner, then in that event Subcontractor shall present its claim to the Construction Manager no later than five (5) business days before the last date on which Construction Manager shall present said claim to Owner.

6.3 CLAIMS RELATING TO CONSTRUCTION MANAGER. Subcontractor acknowledges it shall have no right of claim against Construction Manager. The Subcontractor shall give the Construction Manager written notice of all Article 6.2 claims within five (5) days of the beginning of the event for which claim is made; otherwise, such claims shall be deemed waived.

6.4 DELAY. If the progress of the Subcontractor's Work is substantially delayed without the fault or responsibility of the Subcontractor, then the time for the Subcontractor's Work shall be extended by Change Order to the extent obtained by the Construction Manager from the Owner under the Contract Documents and the Schedule of Work shall be revised accordingly.

The Construction Manager and Owner shall not be liable to the Subcontractor for any damages or additional compensation as a consequence of delays to the Subcontractor's Work. The Subcontractor's sole and exclusive remedy for delay not the fault or responsibility of the Subcontractor shall be an extension of time in the performance of the Subcontractor's Work. The Subcontractor must give written

notice to the Construction Manager of delay within forty-eight (48) hours from the beginning of the delay, interference, disruption or hindrance. Failure to give such written notice constitutes a waiver by the Subcontractor of an extension of time for such delay.

6.5 LIQUIDATED DAMAGES.

Subcontractor understands from the nature of the subject matter of this Subcontract that the Owner will suffer loss and damages in the event of Subcontractor's failure to complete the Work within the Subcontract Time and the determination of the amount of such loss and damages of the Owner for such failure would be difficult, if not impossible to ascertain.

Therefore, Subcontractor agrees to pay the Owner (and Construction Manager may deduct from any monies due or payable or to become due or payable to Subcontractor under the provisions of the Subcontract Documents), as and for liquidated and agreed damages which will be suffered by the Construction Manager and not as a penalty, for such failure, the sum of Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day between the date of expiration of the Subcontract Time, and the actual date of Substantial Completion of the Work. The above provisions shall in no way effect or relieve or release the Subcontractor from his further or other obligations hereunder, or from the fulfillment of his entire Subcontract, or from his liability for damages as a result of same. In construing the above provisions for liquidated damages, Subcontractor agrees to waive any and all defenses at law or equity for any claim of Owner for such liquidated damages.

*NO
Completion
date?
NO
Schedule?*

6.6 ACTUAL DAMAGES. In addition to the damages contemplated in Article 6.5, the Subcontractor shall be responsible for actual damages to the Owner and Construction Manager, including attorney's fees, caused or contributed to by delay caused by the Subcontractor, its employees, agents, subcontractors, suppliers or any other person or entity for whose acts the Subcontractor may be liable. In the event actual damages are caused by the Subcontractor and another entity, the Construction Manager shall have the right to reasonably apportion said damages between parties and such apportionment shall be binding on the Subcontractor.


ARTICLE 7

(NOT USED)

ARTICLE 8

SUBCONTRACTOR'S OBLIGATIONS

8.1 OBLIGATIONS DERIVATIVE. The Subcontractor hereby agrees to and does hereby hold the Construction Manager harmless by

Initial 

reason of any liability which the Construction Manager may incur to the Owner and/or third persons or any loss or damage which the Construction Manager may suffer by reason or on account of the operations of the Subcontractor, or by reason of the failure of the Subcontractor to follow and completely carry out all of the terms of the Contract Documents to the extent of the work to be performed by the Subcontractor under this Agreement.

8.2 RESPONSIBILITIES. The Subcontractor shall furnish all of the labor, materials, equipment, and services, including, but not limited to, competent supervision, shop drawings, samples, tools, and scaffolding as are necessary for the proper performance of the Subcontractor's Work.

The Subcontractor shall be responsible for taking field dimensions, providing tests, ordering of materials and all other actions as required to meet the Schedule of Work. Subcontractor is responsible to perform and coordinate all field measurements and field dimensions. Any deviation or unknown conditions encountered in the field shall be immediately brought to the attention of Construction Manager in writing. It should be noted that the plans and specifications may not detail all the work required to provide a complete project. The plans and specifications may only illustrate an outline of certain aspects of the project and it is the subcontractor's responsibilities as a professional knowledgeable in his trade to provide a complete project fully operational and functional in all aspects. Should inconsistencies or omissions appear in this Subcontract or the Contract Documents, it shall be the duty of the Subcontractor to so notify the Construction Manager in writing within three (3) working days of the Subcontractor's discovery thereof. Upon receipt of said notice, Construction Manager shall instruct the Subcontractor as to the measures to be taken and the Subcontractor shall comply with the Construction Manager's instructions. Failure of the Subcontractor to notify Construction Manager of any inconsistencies or omissions within the aforesaid period shall result in the Construction Manager's interpretation being final and binding upon the Subcontractor, and if said interpretation results in any increased costs to Subcontractor, Subcontractor shall be solely responsible for said costs. All materials required to complete the Subcontractor's work are to be provided and installed by the Subcontractor. The price is final and totally inclusive of the items in the scope of work. No Change Order will be accepted, processed or paid for due to incomplete or inconclusive estimate of the bid documents. All Federal and State taxes associated with this contract are to be paid by the Subcontractor. Construction Manager does not represent this project to be tax exempt.

8.3 TEMPORARY SERVICES. The Subcontractor shall furnish all temporary services and/or facilities necessary to perform its work, except as provided in Article 16. Said Article also identifies those common temporary services (if any) which are to be furnished by this Subcontractor.

8.4 COORDINATION. The Subcontractor shall:

- (a) cooperate with the Construction Manager and all others whose work may interfere with the Subcontractor's Work;
- (b) specifically note and immediately advise the Construction Manager of any such interference with the Subcontractor's Work;
- (c) participate in the preparation of coordination drawings and work schedules when requested to do so, and
- (d) cooperate with other subcontractors and materialmen on the Project and with representatives of utility companies in order to avoid complications and delays to the Project.

8.5 AUTHORIZED REPRESENTATIVE.

The Subcontractor shall designate one or more English speaking persons who shall be the authorized Subcontractor's representative(s) a) on-site and b) off-site. Such authorized representative(s) shall be the only person(s) to whom the Construction Manager shall issue instructions, orders or directions, except in an emergency. A designated on-site representative shall be on the job site at all times when employees of the Subcontractor are present and shall have full authority to act for the Subcontractor in all matters pertaining to the Subcontractor's Work.

8.6 CLEAN-UP. The Subcontractor shall follow the Construction Manager clean-up and safety directions, and at all times keep the building and premises free from debris and unsafe conditions resulting from the Subcontractor's Work. If the Subcontractor fails to immediately commence compliance with such safety duties or commence clean-up duties within twenty-four (24) hours after receipt from the Construction Manager of written notice of non-compliance, the Construction Manager may implement such safety or clean-up measures without further notice and deduct the cost thereof from any amounts due or to become due the Subcontractor. Subcontractor is responsible for daily cleanup of its work to a broom finish. In the event a dispute arises among the Subcontractor and any others as to the responsibility for such clean-up, the Construction Manager may perform the clean-up and allocate the costs among the parties responsible for keeping the property free from accumulation of waste materials or rubbish as described in paragraph 8.6 and deduct the costs thereof from payments due. The allocation thus made by the Construction Manager shall be binding on the Subcontractor.

8.6.1 SAFETY. The Subcontractor shall be

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responsible for compliance with all federal, state and local safety, traffic, fire, health and environmental protection laws, rules and regulations including, but not limited to the Safety Act of 1969, the Williams-Steiger Occupational Safety and Health Act of 1970, all statutes, laws, administrative codes, rules and regulations of the State of New Jersey, all as amended from time to time and all standards, rules and regulations which have been or shall be promulgated by the parties or agencies which administer the aforesaid laws. The Subcontractor shall develop and submit to Construction Manager for its review before starting construction a comprehensive safety program which conforms to all applicable laws, rules, regulations and standards. The Subcontractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of its work. The Subcontractor shall take all necessary and required precautions to ensure safety of and to prevent damage, injury or loss to 1) all employees of the Subcontractor, other sub-subcontractors, Construction Manager, all testing agencies employed by the Owner or Construction Manager, 2) the general public, 3) all other persons on or near the Project Site who may be affected by the Project operations, 4) all the work and all the materials and equipment to be incorporated into the Project whether in storage or on or off site under the care, custody or control of the Subcontractor or any other Subcontractor's subcontractor, 5) all property at the site or adjacent thereto, and 6) the work of the separate subcontractors. If the Subcontractor uses any hazardous equipment or materials for the execution of the work, the Subcontractor shall exercise the utmost care and shall carry on such activities under the supervision of property qualified personnel and in accordance with applicable laws, rules, regulations and standards. The Subcontractor shall designate a responsible member of the Subcontractor's organization at the site to oversee the Subcontractor's safety obligations. His duties shall be the prevention of accidents and enforcement of federal, state and city safety and health related laws, rules, regulations, orders and codes and the Construction Manager's site safety program. In the event that the Construction Manager or Architect institutes a safety and loss prevention program, the Subcontractor shall also comply with such program.

8.7 PROTECTION OF THE WORK. The Subcontractor shall take necessary precautions to properly protect the Subcontractor's Work and the work of others from damage caused by the Subcontractor's operations. Should the Subcontractor cause damage to the Work or property of the Owner, the Construction Manager or others, the Subcontractor shall

promptly remedy such damage to the satisfaction of the Construction Manager, or the Construction Manager may so remedy and deduct the cost thereof from any amounts due or to become due the Subcontractor. The Subcontractor specifically agrees that he is responsible for the protection of his work until final completion and acceptance thereof by the Owner and that the Subcontractor will make good or replace at no expense to the Construction Manager or the Owner, any damage to the Subcontractor's Work which occurs prior to said final acceptance.

8.8 PERMITS, FEES AND LICENSES. The Subcontractor shall give adequate notices to authorities pertaining to the Subcontractor's Work and secure and pay for all permits, fees, licenses, assessments, inspections and taxes necessary to complete the Subcontractor's Work in accordance with the Contract Documents.

To the extent obtained by the Construction Manager under the Contract Documents, the Subcontractor shall be compensated for additional costs resulting from laws, ordinances, rules, regulations and taxes enacted after the date of the Agreement.

8.9 ASSIGNMENT. The Subcontractor shall not assign this Agreement, nor its proceeds nor subcontract the whole nor any part of the Subcontractor's Work without prior written approval of the Construction Manager, which consent shall be in the sole discretion of the Construction Manager. Construction Manager or Owner may assign this agreement to any mortgagee or subsequent owner of the Project who assumes Owner's or Construction Manager's obligations hereunder and Subcontractor agrees to perform the work and fulfill its obligations hereunder for the benefit of such assignee. In the event of such assignment, Construction Manager shall be relieved of all responsibility hereunder accruing after such assignment.

8.10 WAIVER OF LIENS. To the fullest extent permitted by law, the Subcontractor covenants and agrees that it will not file any liens including mechanics' liens or claims against the Project, or the Property, or any part thereof or against any improvements thereon, or against any monies due or to become due from the Owner to the Construction Manager or from the Construction Manager to the Subcontractor, on account of any work, labor, materials, services, equipment, or other items furnished in connection with the Work. To the fullest extent permitted by law, Subcontractor does hereby expressly waive, release, and relinquish all rights to file or maintain such liens and claims and agrees further that this waiver shall be an independent covenant, and shall apply as well to work, labor, and services performed and materials, equipment, and other items furnished under any change order or other agreement for extra or additional work in connection with the Project. The Subcontractor agrees to secure the

Permit Fees Not Included.

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same waiver of rights to file and maintain such liens and claims from its subcontractors and suppliers. In the event the Subcontractor fails to keep the Project free of such liens, Construction Manager shall have right to bond or discharge the same and charge to the Subcontractor the costs thereof including premiums, interest 10 % per annum, overhead expenses, and reasonable attorney fees.

8.11 DETERMINATION OF VALIDITY AND AMOUNT OF LIEN CLAIM.

Regardless of the amount of any lien claim filed by subcontractor or its sub-subcontractor or suppliers against the funds due the Construction Manager or from owner the Property on which the Project is constructed, the following procedure shall apply to determine the validity and amount of the lien, in the event Construction Manager disputes the amount of the lien.

8.11.1 If Construction Manager or owner disputes the amount of the lien claim asserted, it shall notify Subcontractor within five (5) days of Construction Manager's receipt of the lien claim and shall direct Subcontractor to demand Arbitration to determine the validity, if any, and amount, if any, of the lien which may be continued. (The following procedure shall be applicable and binding upon the Subcontractor, even if the lien claim has been asserted by or on behalf of one of its Sub-Subcontractors or suppliers).

Within five (5) days of the Subcontractor's receipt of the notification called for in the previous paragraph, Subcontractor shall file with the American Arbitration Association a Demand for Arbitration in accordance with the Association's "New Jersey Residential Construction Lien Arbitration Rules", which Rules shall govern the hearing contemplated in this Article, except to the extent that such Rules are inconsistent with the provisions of this Article, in which event the provisions of this Article shall govern.

At said Arbitration Subcontractor shall present whatever evidence it deems appropriate to support the validity and amount of the lien claim asserted. Construction Manager shall have the right to present evidence as to any counterclaims and setoffs, whether liquidated or unliquidated, which it has against Subcontractor.

Based upon the evidence presented and consistent with the provisions of this Article, Arbitrator shall make the following determinations:

- (a) whether the lien claim is in compliance with all applicable laws;
- (b) the amount of the lien, if any;
- (c) the validity and amount of any liquidated or unliquidated setoffs or counterclaims which Construction Manager has against monies otherwise owed Subcontractor; and
- (d) the allocation of costs of the Arbitration among the parties thereto.

Based upon the foregoing findings, the Arbitrator shall determine the amount of the lien claim which may continue and based upon the

Arbitrator's determination, the Subcontractor shall amend or take whatever action is necessary to have its sub-subcontractors or suppliers amend the amount of the lien claim previously filed.

In determining the amount of the lien referred to in paragraph (b) above, the Arbitrator shall not consider any claims, amounts or demands which are not reflected in a change order or other writing signed by the Construction Manager.

In setting the amount of the lien claim which can be continued, the Arbitrator shall deduct from the amount of the lien claim as determined pursuant to paragraph (b) above the setoffs and counterclaims found due the Construction Manager pursuant to paragraph (c) above, regardless of whether the lien claim was filed by the Subcontractor's Sub-subcontractor or supplier, and the net difference between (b) and (c) above shall be the amount of the lien claim which may be continued.

Failure of the Subcontractor or its sub-subcontractors or suppliers to modify their lien claim in accordance with the Arbitrator's decision shall constitute a material breach of this Subcontract and shall entitle Construction Manager to move before any Court having jurisdiction for an Order modifying or dismissing the lien claim consistent with the Arbitrator's decision.

The Arbitrator's decision shall be binding and conclusive, but only relative to the amount of the lien claim which can be continued. The Arbitrator's decision shall not be admissible for any other purpose in any other action or proceeding, judicial, arbitration or otherwise.

Subcontractor warrants and represents that its contracts with sub-subcontractors and suppliers who may possess lien rights will include provisions binding the sub-subcontractors and suppliers to the procedures set forth in this Article. Failure of Subcontractor to bind its Sub-subcontractors and suppliers to the provisions of this Article shall constitute a material breach of this Subcontract, and shall entitle Construction Manager to take any and all action deemed necessary, in its sole discretion, to protect itself against damages, actual or potential, which may be incurred as a result of Subcontractor's failure.

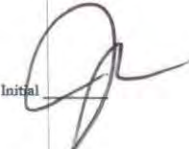
ARTICLE 9

SUBCONTRACT PROVISIONS

9.1 WORKMANSHIP. Every part of the Subcontractor's Work shall be executed in strict accordance with the Contract Documents in the most sound, workmanlike, and substantial manner. All materials shall be new except such materials as may be expressly provided in the Contract Documents to be otherwise.

9.1.1 DECISIONS ON WORKMANSHIP.

The Construction Manager shall decide all questions which may arise as to the performance, quantity, quality, acceptability,

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fitness, and rate of progress of the work or materials furnished under this Agreement, as to the interpretation of the specifications and drawings or plans and the Subcontractor's compliance therewith, as to defects in the Subcontractor's Work, and as to disputes with respect to the interference of the work of one subcontractor with that of another. Any decision of the Owner or its representatives relating to the work included in this Agreement which is binding on the Construction Manager shall likewise be binding on the Subcontractor.

9.1.2 DEFECTIVE WORK. The Subcontractor shall at all times provide sufficient, safe, and proper facilities for the inspection of the Work by Construction Manager, the Architect, Owner and their authorized representatives, and any local, state, federal, or other officials in the field, at shops, or any other place where materials or equipment for the Work are in the course of preparation, manufacture, treatment or storage. The Subcontractor shall, within two (2) business days after receiving written notice from Construction Manager of any defective work, proceed to take down all portions of the Work and remove from the premises all materials whether worked or unworked, which the Architect, Construction Manager or government official shall condemn as unsound, defective or improper or as in any way failing to conform to applicable law, regulations, code and the Contract Documents. The Subcontractor, at its own cost and expense shall replace the defective work with proper and satisfactory work including materials and make good all work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming work or materials by the taking down, removal or displacement thereof. Removal and replacement by the Subcontractor as aforementioned shall constitute the Subcontractor's acknowledgement that the portion of the Work removed was unsound, defective, improper or otherwise failed to conform to the Contract Documents. Subcontractor shall not be entitled to any additional compensation or extension of time for work performed under this Section of the Agreement. Any defective work and/or materials not replaced by Subcontractor as directed by Construction Manager will be corrected / performed by others at the direction of Construction Manager and charged to Subcontractor.

9.2 SUBSTITUTIONS. No substitutions shall be made in the Subcontractor's Work unless permitted in the Contract Documents and only then upon the Subcontractor first receiving all approvals required under the Contract Documents for substitutions. The Subcontractor shall indemnify the Owner and Construction Manager for any increased costs incurred by

either as a result of such substitutions, whether or not the Subcontractor has obtained approval thereof, and the Construction Manager may deduct such costs from payments due the Subcontractor.

9.3 PRIVILEGE. Until final completion of the Project, the Subcontractor agrees not to perform any work unrelated to this Project directly for the Owner or any tenants thereof, or deal directly with the Owner's representatives in connection with the Project, unless otherwise directed in writing by the Construction Manager. All work for this Project performed by the Subcontractor shall be processed and handled exclusively by the Construction Manager.

9.4 SUBCONTRACT BOND. The Subcontractor shall provide at its own expense, performance and payment bonds in a form acceptable to the Construction Manager and in an amount equal to 100% of the compensation payable under this Agreement, issued by a company acceptable to the Construction Manager, and naming to the Owner, Construction Manager, and any other person or party designated by the Construction Manager, as obligees.

9.5 WARRANTY. The Subcontractor warrants its work against all deficiencies and defects in materials and/or workmanship and as called for in the Contract Documents.

The Subcontractor agrees to satisfy such warranty obligations which appear within the guarantee or warranty period established in the Contract Documents without cost to the Owner or the Construction Manager.

If no guarantee or warranty is required of the Construction Manager in the Contract Documents, then the Subcontractor shall guarantee or warranty its work as described above for the period of one year from the date(s) of substantial completion of all or a designated portion of the Subcontractor's Work or acceptance or use by the Construction Manager or Owner of designated equipment, whichever is sooner.

The Subcontractor agrees to execute any special guarantees or warranties that shall be required for the Subcontractor's Work prior to final payment. The Subcontractor further agrees that it shall deliver or cause to be delivered to the Construction Manager all guarantees and warranties normally issued by its suppliers or manufacturers of any equipment or materials supplied by the Subcontractor under this Agreement. Delivery of the guarantees and warranties identified in the within paragraph shall be a condition precedent to final payment to the Subcontractor.

9.6 WORK STOPPAGES. The Subcontractor shall not employ workers, means, materials or equipment which may cause strikes, work stoppages or any disturbances by workmen employed by the Subcontractor, Construction

no, not discussed

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Manager or other subcontractors on or in conjunction with the work or the Project or the location thereof. The Subcontractor agrees that where its work or the Construction Manager's work is stopped, delayed or interfered with by strikes, slow downs, or work interruptions resulting from the acts or failure to act of the employees of the Subcontractor in concert, or by any breach of the provisions above, then the Construction Manager, in its sole discretion, may terminate this Agreement.

9.7 APPROVAL BY CONSTRUCTION MANAGER Subcontractor shall furnish to Construction Manager immediately upon execution of same, complete copies of all agreements entered into with Sub-subcontractors, suppliers or others furnishing labor, material, equipment or other goods or services to the project. Construction Manager reserves the right, in its sole discretion, to reject any sub-subcontractor, supplier or other person if Construction Manager has reasonable basis to believe that sub-subcontractor, supplier or other person cannot perform the work contracted for or otherwise would be detrimental to the timely and proper completion of the Project. Construction Manager also reserves the right, in its sole discretion, to reject any sub-subcontractor, supplier or other persons whose agreement with Subcontractor is not consistent with the provisions of this Agreement, including but not limited to Article 8.11. Construction Manager's exercise of its rights under this Article shall be final and conclusive upon Subcontractor.

ARTICLE 10

RECOURSE BY CONSTRUCTION MANAGER

10.1 FAILURE OF PERFORMANCE.

10.1.1 NOTICE TO CURE. If the Subcontractor refuses or fails to supply enough properly skilled workers, proper materials, or maintain the Schedule of Work, or it fails to make prompt payment for its workers, sub-subcontractors or suppliers, disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of a provision of this Agreement, and fails within three (3) working days after receipt of written notice (with copy to the surety, if any) to commence and continue satisfactory correction of such default with diligence and promptness, then the Construction Manager, without prejudice to any other rights or remedies, and without further notice to the Subcontractor, shall have the right to any or all of the following remedies:

(a) supply such number of workers and quantity of materials, equipment and other facilities as the Construction Manager deems necessary for the completion of the Subcontractor's Work, or any part thereof which the Subcontractor has failed to properly perform

after the aforesaid notice, and charge the cost thereof to the Subcontractor, who shall be liable for the payment of same including reasonable overhead, profit and attorney's fees;

(b) contract with one or more additional subcontractors to perform such part of the Subcontractor's Work as the Construction Manager shall determine will provide the most expeditious completion of the total Work and charge the cost thereof to the Subcontractor, including reasonable overhead, profit and attorney's fees.

(c) withhold payment of any monies due the Subcontractor pending corrective action to the satisfaction of the Construction Manager; and

(d) in the event of an emergency affecting the safety of persons or property, the Construction Manager may proceed as above without any notice.

10.1.2 TERMINATION BY

CONSTRUCTION MANAGER. If the Subcontractor fails to commence and satisfactorily continue correction of a default within three (3) working days after receipt by the Subcontractor of the notice issued under Article 10.1.1, then the Construction Manager may terminate the Subcontract. In lieu of immediate termination as called for herein, Construction Manager in its sole discretion may issue a second written notice, by certified mail, to the Subcontractor and its surety, if any. Such notice shall state that if the Subcontractor fails to commence and continue correction of a default within three (3) working days after receipt by the Subcontractor of the notice, the Construction Manager may terminate this Agreement and use any materials, implements, equipment, appliances or tools furnished by or belonging to the Subcontractor to complete the Subcontractor's Work. The Construction Manager also may furnish those materials, equipment and/or employ such workers or subcontractors as the Construction Manager deems necessary to maintain the orderly progress of the Work.

All of the costs incurred by the Construction Manager in so performing the Subcontractor's Work, including reasonable overhead, profit and attorney's fees, shall be deducted from any monies due or to become due the Subcontractor.

The Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Subcontract price.

10.1.3 USE OF SUBCONTRACTOR'S

EQUIPMENT. If the Construction Manager performs work under this Article or sublets such work to be so performed, the Construction Manager and/or the persons to whom work has been sublet shall have the right to take and use any materials, implements, equipment, appliances or tools furnished by, belonging or delivered to the Subcontractor and located at the Project. The Owner and Construction Manager shall have a lien upon all equipment, materials, tools and appliances of the Subcontractor on the

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Project to secure payment by the Subcontractor of the costs incurred by the Owner and Construction Manager as set forth in paragraph 10.1.2.

10.2 BANKRUPTCY.

10.2.1 TERMINATION ABSENT CURE. If the Subcontractor files a petition under the Bankruptcy Code, this Agreement shall terminate if the Subcontractor or the Subcontractor's trustee rejects the Agreement or, if there has been a default, the Subcontractor is unable to give adequate assurance that the Subcontractor will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

10.2.2 INTERIM REMEDIES. If the Subcontractor is not performing in accordance with the Schedule of Work at the time of entering an order for relief, or at any subsequent time, the Construction Manager, while awaiting the decision of the Subcontractor or its trustee to reject or to accept this Agreement and provide adequate assurance of its ability to perform hereunder, may avail itself of such remedies under this Agreement as are reasonably necessary to maintain the Schedule of Work.

The Construction Manager may offset against any sums due or to become due the Subcontractor all costs incurred in pursuing any of the remedies provided hereunder, including, but not limited to, reasonable overhead, profit and attorney's fees.

The Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the contract price.

10.3 SUSPENSION OR TERMINATION BY OWNER. Should the Owner suspend or terminate the entirety or any part of its contract with Construction Manager which includes the Subcontractor's Work, the Construction Manager shall so notify the Subcontractor in writing and upon receipt of said notice the Subcontractor shall immediately suspend or stop the Subcontractor's Work.

In the event of such Owner suspension or termination, the Construction Manager shall have no liability to the Subcontractor and the Owner's liability is limited to the extent the Construction Manager is entitled to recover from the Owner on the Subcontractor's behalf, under the Contract Documents, payment by the Owner to the Construction Manager being a condition precedent to Subcontractor's entitlement.

10.4 TERMINATION OPTIONS. The Construction Manager may at any time terminate this Agreement for the convenience of the Construction Manager for any reason and without any default by the Subcontractor hereunder. In the event of such a termination for convenience and notwithstanding any other

provision of this Agreement to the contrary, provided the Subcontractor is not in default, the Subcontractor shall receive, as its entire and sole compensation, the amount due it under the Schedule of Values called for in Article 5.1.1 as of the date of termination. The Subcontractor shall make its records available at reasonable times and places for the Construction Manager's audit. However, Subcontractor shall not be entitled to any allowance for overhead and profit. In the event any termination of the Subcontractor for default under the Agreement is later determined to have been improper, the termination shall be automatically deemed a termination for convenience and the Subcontractor shall be limited in its recovery strictly to the compensation provided for in this paragraph.

10.4.1 APPLICABILITY OF CONTRACT DOCUMENTS. In addition to the foregoing reasons for termination set forth in Article 10, the Construction Manager may terminate this Agreement for the same reasons, circumstances and in accordance with the same procedures as the Owner may terminate the Construction Manager as provided in the Contract Documents.

ARTICLE 11

LABOR RELATIONS

11.1 SUBCONTRACTOR OBLIGATIONS. The Subcontractor shall be responsible to adhere to all local, state and federal labor rules, regulations and requirements and to comply with all such requirements imposed upon the Construction Manager by the Contract Documents. Subcontractor is responsible for labor harmony. Any additional cost associated with labor harmony for subcontractor work is responsibility of the subcontractor.

ARTICLE 12

INDEMNIFICATION

12.1 SUBCONTRACTOR'S PERFORMANCE. To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, the Architect, the Construction Manager (including its affiliates, parents and subsidiaries) and other contractors and subcontractors and all of their agents and employees from and against all claims, damages, loss and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Subcontractor's Work provided that:

(a) any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Subcontractor's Work itself) including the loss of use resulting therefrom, to the extent caused or alleged to be caused in whole or in any part by any negligent act or omission of the Subcontractor or anyone

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directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, regardless of whether it is caused in part by a party indemnified hereunder;

(b) such obligation shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article 12.

The Subcontractor agrees to reimburse the Construction Manager for all sums which the Construction Manager may pay or be compelled to pay in settlement of any claim hereunder, including any claim under the provisions of any worker's compensation law or any plan for employees' benefits which the Construction Manager may adopt. The Construction Manager shall be entitled to withhold from any payment otherwise due pursuant to this Agreement such amount or amounts as may be reasonably necessary to protect it against liability for any personal injury, death or property damage resulting from the performance of the Subcontractor's Work hereunder.

12.2 ARCHITECT EXCLUSION. The obligations of the Subcontractor under this Article 12 shall not extend to the liability of the Architect, its agents or employees, arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (b) the giving of or the failure to give directions or instructions by the Architect, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

12.3 BREACH OF SUBCONTRACT. The Subcontractor shall indemnify the Construction Manager and the Owner against and hold them harmless from any and all loss, damage, costs, expenses and attorney's fees incurred on account of the Subcontractor's breach of any covenant or provision of this Agreement.

12.4 FORM OF INSURANCE POLICY. The Construction Manager reserves the right to require that the Subcontractor specifically identify on its certificates of insurance and/or insurance policies the fact that it is providing the indemnification and hold harmless coverage required by this Article. Any specific requirements of the Construction Manager in this regard, will be reflected under paragraph 16.5. The Construction Manager's failure to require specifics shall in no way obviate the Subcontractor's obligations under Article 12.

ARTICLE 13

INSURANCE

13.1 SUBCONTRACTOR'S INSURANCE. Prior to start of the Subcontractor's Work, the Subcontractor shall procure and maintain in force until final completion and acceptance of

the Project by the Owner, Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive or Commercial General Liability Insurance on an occurrence basis, and all insurance required of the Construction Manager under the Contract Documents.

The Construction Manager, Owner and other parties as designated in the Contract Documents shall be named as additional insureds on each of these policies except for Worker's Compensation. This insurance shall include contractual liability insurance covering the Subcontractor's obligations under Article 12. Details regarding insurance requirements are set forth on **Exhibit A & Exhibit E OCIP** hereto.

ARTICLE 14

ARBITRATION

14.1 AGREEMENT TO ARBITRATE. At the sole option of the Construction Manager, all claims, disputes and matters in question arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. The parties to any such arbitration will be the Subcontractor and Owner and not the Construction Manager, unless the Construction Manager has affirmative claims against Subcontractor in its own right. If Construction Manager chooses to participate in the arbitration, Subcontractor shall assert no direct or counterclaim against Construction Manager and the arbitrator will have no authority or jurisdiction to consider or rule upon such claims. If a demand for arbitration is filed or a lawsuit commenced by the Subcontractor, the Construction Manager will advise the Subcontractor, within thirty (30) days after the receipt of such a demand for arbitration or after service of the initial pleading, whether the Owner exercises the option to arbitrate or rejects arbitration. Such election, once made, shall be final and binding on the Subcontractor. The filing of a demand for arbitration by the Owner or Construction Manager shall be deemed an election to arbitrate and shall constitute the exercise of the option of either to proceed with arbitration. If suit is filed by the Subcontractor and the Construction Manager advises in writing of Owner's election to arbitrate, the Subcontractor must take all necessary steps within seven (7) days to voluntarily dismiss the suit, or be responsible in damages to the Owner and Construction Manager for all costs including attorney's fees incurred to obtain the dismissal. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

14.1.1 Any judicial proceeding instituted against Owner by Subcontractor shall be venued in Hudson County, NJ. Should Subcontractor institute litigation or arbitration against Construction Manager, notwithstanding the

prohibition of same in this Agreement, same must be dismissed immediately upon the demand of Construction Manager, and Subcontractor will be responsible for all attorney's fees, expenses and costs incurred by Construction Manager on account of such filing, or the refusal to dismiss, it being understood that the resulting damages will be trebled, absent a determination of a court that same is against public policy.

14.2 NOTICE OF DEMAND. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement, with the Construction Manager and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after written notice of the claim, dispute or other matter in question has been given, and in no event shall it be made after the date of final acceptance of the Work by the Owner or when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations, whichever shall first occur. The location of the arbitration proceedings shall be selected by the Construction Manager.

14.2.1 If Subcontractor institutes arbitration or litigation before Subcontractor's work has been completed and paid for in full by Construction Manager, Construction Manager in its sole discretion, the exercise of which shall be final and binding on the Subcontractor, may elect to have the litigation or arbitration deferred or stayed pending completion of the Subcontractor's work (which for purposes of this provision is defined as including any work which Construction Manager believes to be the responsibility of Subcontractor and is being performed by its own forces or another subcontractor). Subcontractor's execution of this Subcontract shall be deemed its consent to any deferral or stay sought by Construction Manager.

14.2.2 If after the filing of suit by the Subcontractor, Construction Manager or Owner does not exercise the Owner's right to arbitrate but is unsuccessful in having the suit deferred or stayed, as contemplated in Article 14.2.1, Construction Manager may thereafter elect to have the matters in dispute arbitrated, as long as its election is made to Subcontractor in writing within thirty (30) days of the denial of Owner's or Construction Manager's request for deferral or stay. If Construction Manager exercises this option, Subcontractor must take all necessary steps within seven (7) days to voluntarily dismiss the suit or be responsible for all costs including attorney's fees incurred by Owner and Construction Manager to obtain the dismissal.

14.3 AWARD. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. In rendering its award, the Arbitrator(s) shall be

required to adhere to the terms of the Subcontract and all provisions of the Contract Documents, shall base the award only upon the evidence presented and shall be required to follow controlling law. A failure to do so shall afford Owner and Construction Manager the right to vacate the award.

14.4 WORK CONTINUATION AND PAYMENT. Unless otherwise agreed in writing, the Subcontractor shall carry on the Work and maintain the Schedule of Work pending arbitration or litigation, and, if so, the Construction Manager shall continue to make payments in accordance with this Agreement.

14.5 AGREEMENT TO COOPERATE. In the event of any dispute or claim between the Construction Manager and Owner which directly or indirectly involves the Subcontractor's Work, if the Subcontractor is not directly a party or litigant, the Subcontractor agrees to cooperate fully with the Construction Manager and to furnish all documents, statements, witnesses and other information required by the Construction Manager for such purpose and shall pay or reimburse the Construction Manager for all expenses and costs including reasonable attorney's fees incurred in connection therewith to the extent of the Subcontractor's interest in such claim or dispute. Payment by the Owner or other responsible party to the Construction Manager shall be a condition precedent to the obligation of the Construction Manager to pay the Subcontractor for any work, claim or damage under this paragraph.

14.6 QUESTIONS OF ARBITRABILITY. In any dispute arising over the application of Article 14, the question of arbitrability shall be decided by the appropriate court and not by arbitration.

ARTICLE 15

CONTRACT INTERPRETATION

15.1 INCONSISTENCIES AND OMISSIONS. Should inconsistencies or omissions appear in this Subcontract or the Contract Documents, it shall be the duty of the Subcontractor to so notify the Construction Manager in writing within three (3) working days of the Subcontractor's discovery thereof. Upon receipt of said notice, the Construction Manager shall instruct the Subcontractor as to the measures to be taken and the Subcontractor shall comply with the Construction Manager's instructions.

15.2 LAW AND EFFECT. This Agreement shall be governed by the laws of New Jersey.

15.3 SEVERABILITY AND WAIVER. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any

other provision. The failure of Construction Manager to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

15.4 TITLES. The titles and numbers given to the Articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

15.5 ENTIRE AGREEMENT. This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement cannot be amended, modified or changed except in writing, signed by both the Owner and Subcontractor.

15.6 OWNER APPROVAL. This contract shall be expressly contingent upon the Subcontractor being approved by the Owner, if such option is reserved to the Owner in the Prime Contract.

ARTICLE 16

SPECIAL PROVISIONS

16.1 PRECEDENCE. It is understood the work to be performed under this Agreement, including the terms and conditions thereof, is as described in Articles 1 through 16 herein together with the following Special Provisions, which are intended to complement same. However, in the event of any inconsistency, these Special Provisions shall govern.

16.2 SCOPE OF WORK. All work necessary or incidental to complete the Work for the

Project in strict accordance with the Contract Documents and as more particularly, though not exclusively, specified in **Exhibit C**

16.3 COMMON TEMPORARY SERVICES.

The following "Project" common temporary services and/or facilities are for use of all Project personnel and shall be furnished as herein below noted:

By this Subcontractor;

By others;

16.4 CONDUCT ON PROJECT SITE. The following conduct by Subcontractor, its sub-subcontractors, suppliers or other persons employed by it on the site, or any of their employees, agents or representatives, shall be considered a material breach of this Subcontract and grounds for termination: presence of alcoholic beverages or illegal drugs or substances on the Project; use of offensive, abusive or other inappropriate language; offensive, disrespectful or otherwise inappropriate conduct, or such other conduct which Construction Manager deems detrimental to its relationship with the Owner of the Project.

16.5 OTHER SPECIAL PROVISIONS.

16.6 CONTRACT DOCUMENTS. Exhibit B

Initial 

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal, the day and year first above written.

All State Electrical

Subcontractor

Owner

By: Jason Ronchi, Pres.

By: Rey Grabato

(Print Name)

(Print Name)

By: [Signature]

By: _____

(Signature and Date)

(Signature and Date)

EXHIBIT "A"
TO
SUBCONTRACT AGREEMENT
SUBCONTRACTOR INSURANCE REQUIREMENTS

MINIMUM LIMITS OF LIABILITY. The Subcontractor's Comprehensive or Commercial Liability Insurance and Automobile Liability Insurance shall be written with limits of liability not less than the following:

A. Comprehensive General Liability Insurance including completed operations

1. Combined Single Limit
Bodily Injury and
Property Damage **\$ 1,000,000.00**
Each Occurrence
 \$ 2,000,000.00
Aggregate

 or
2. Bodily Injury **\$1,000,000.00**
Each Occurrence
 \$ 2,000,000.00
Aggregate
3. Property Damage **\$1,000,000.00**
Each Occurrence
 \$ 2,000,000.00
Aggregate

B. Commercial General Liability Insurance

1. Each Occurrence
Limit **\$1,000,000.00**
2. General Aggregate **\$ 2,000,000.00**
3. Products/Completed
• Operations Aggregate **\$ 2,000,000.00**
- 4. Personal and Adver-
tising Injury Limit **\$1,000,000.00**

C. Comprehensive Automobile Liability Insurance

1. Combined Single Limit
Bodily Injury and
Property Damage **\$1,000,000.00**
Each Occurrence

or
2. Bodily Injury **\$1,000,000.00**
Each Person
\$
Each Occurrence
3. Property Damage **\$1,000,000.00**
Each Occurrence

D. Workers Compensation Insurance

1. Statutory Limits
Each Accident **\$1,000,000.00** ____

Disease - Policy
Limit **\$1,000,000.00** ____

Disease - Each
Employee **\$1,000,000.00**

NUMBER OF POLICIES. Comprehensive General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

CANCELLATION, RENEWAL OR MODIFICATION. The Subcontractor shall maintain in effect all insurance coverage required under this Agreement at the Subcontractor's sole expense and with insurance companies acceptable to the Construction Manager.

All insurance policies shall contain a provision that the coverages afforded thereunder shall not be cancelled or not renewed, nor restrictive modifications added, until at least thirty (30) days prior written notice has been given to the Construction Manager unless otherwise specifically required in the Contract Documents.

Certificates of Insurance, or certified copies of policies acceptable to the Construction Manager shall be filed with the Construction Manager prior to the commencement of the Subcontractor's Work.

In the event the Subcontractor fails to obtain or maintain any insurance coverage required under this Agreement, the Construction Manager may purchase such coverage and charge the expense thereof to the Subcontractor or terminate this Agreement.

WAIVER OF RIGHTS. The Construction Manager and Subcontractor waive all rights against each other and the Owner, the Architect, separate contractors, and all other subcontractors for loss or damage to the extent covered by any applicable insurance policy in effect, except such rights as they may have to the proceeds of such insurance; provided, however, that such waiver shall not extend to the acts of the Architect listed in the Agreement. Construction Manager and Subcontractor agree that in the event of a claim by either covered by insurance, the injured party's sole remedy against the other is limited to the recovery on the insurance policy.

If not covered under a Builder's Risk policy of insurance or any other property or equipment insurance required by the Contract Documents, the Subcontractor shall procure and maintain at the Subcontractor's own expense property and equipment insurance for portions of the Subcontractor's Work stored off the site or in transit, when such portions of the Subcontractor's Work are to be included in an application for payment.

ENDORSEMENT. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed. DMR Construction Services, Inc.

SUPPLEMENTARY INSURANCE REQUIREMENTS SUBCONTRACTOR

A.1 The obligations of Subcontractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of the Owner or Construction Manager. Owner and Contractor shall have the right to be represented in any action, administrative or legal proceeding by advisory counsel of their own selection at Subcontractor's expense. The obligations of Subcontractor under this section shall survive the expiration or other termination of the Subcontract.

A.2 Subcontractor shall purchase, and shall maintain thereafter throughout the term of the Agreement,
The following insurance coverage from insurance companies acceptable to Construction Manager.
See Exhibit "A"

A.3 With respect to all of the insurance to be provided by the Subcontractor as set forth above, Construction Manager, Owner and any other parties as required by the Prime Contract shall be named as an additional insured on the Project. The insurance afforded the additional insured shall be primary non contributory insurance and any other insurance carried by Construction Manager and Owner shall be in excess of all other insurance carried by the Subcontractor and shall not contribute with the Subcontractor's insurance and have a per project aggregate. The Subcontractor and its insurers do hereby waive any and all rights of subrogation against the Construction Manager, the Owner(S), employees, agents, assignees and or trust or affiliates and their insurers to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above. It is understood that there will be no action over claims onto the Owner or the Construction Manager and the subcontractor agrees to fully indemnify them to the fullest extent of the law. All Insurance certificates and policies shall be written by a carrier authorized to do business in New Jersey and rated at least "A VIII" in A.M. Best Key Rating Guide. Subcontractor shall return with the executed Subcontract and prior to the start of the Work a Certificate of Insurance with the following endorsements (form CG2010, Oct. 2001 edition or equivalent) and an Additional Insured Endorsement (form CG2037, Oct. 2001 edition or equivalent). All insurance carried by the subcontractor shall maintain completed operations after the Job is completed as per the statute of limitations for the state of NJ. The subcontractor agrees to give 30 days' written notice of any cancellation that is

pending and that their Insurance Company will supply the endorsements of the CG2010 and CG2037 as separate and distinct documents naming the Owner and or Construction Manager as additional insured's.

A.4 The limits of insurance required do not limit the liability of the Subcontractor under this Agreement.

A.5 CONTINUATION OF COVERAGE. The Subcontractor shall continue to carry Completed Operations Liability Insurance as per the statute of limitation for the state of NJ and Substantial Completion of the work or final payment to the Subcontractor, whichever is later. The Subcontractor shall furnish the

Construction Manager evidence of such insurance at final payment and in each successive year during which the Insurance coverage must remain in effect.

A.6 CANCELLATIONS, RENEWAL AND MODIFICATION. The Subcontractor shall maintain in effect all insurance required under this Agreement at the Subcontractor's sole expense and with insurance companies acceptable to the Construction Manager. In the event the subcontractor fails to obtain or maintain any insurance coverage required under this Agreement, the Construction Manager may, at its sole discretion, purchase such coverage as desired for the Owner's and Construction Manager's benefit and charge the expense to the Subcontractor, or, in the alternative, terminate this Agreement. Compliance by the Subcontractor with the foregoing requirements as to the carrying of insurance and furnishing of Additional Insured Endorsements shall Not in any way relieve the Subcontractor from any liability or diminish its obligations under this Article or any other provisions of the Subcontract.

A.7 WAIVER OF CLAIMS IN EXCESS OF COVERAGE. The Subcontractor waives all liability and damages claims against Construction Manager, Owner and Lender(s) for loss or damage to the extent covered by any applicable insurance policy (ies) in effect, except such rights as Subcontractor may have to the proceeds of such insurance. Subcontractor agrees that in the event of a claim covered by insurance, Subcontractor's sole remedy, against Construction Manager, Owner, and Lender(s) is limited to the recovery on the applicable insurance policy (ies).

A.8 WAIVER OF RIGHTS. The Construction Manager and Subcontractor waive all rights against each other and the Owner, the Architect, separate contractors, and all other subcontractors for loss or damage to. The extent covered by any applicable insurance policy in effect, except such rights as they may have to the proceeds of such insurance; provided, however, that such waiver shall not extend to the acts of the Architect listed in the Agreement. Construction Manager and Subcontractor agree that in the event of a claim by either covered by insurance, the injured party's sole remedy against the other is limited to the recovery on the insurance policy. If not covered under a Builder's Risk policy of insurance or any other property or equipment insurance required by the Contract Documents, the Subcontractor shall procure and maintain at the Subcontractor's own expense property and equipment insurance for portions of the Subcontractor's Work stored off the site or in transit, when such portions of the Subcontractor's Work are to be included in an application for payment.

A.9 ENDORSEMENT. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed to DMR Construction Services, Inc., Jose Carballo Architectural Group, BERGENLINE CAPITAL 4901, LLC NRJA, employees, agents, assignees and or trust of affiliates and their insurers.

Initial 


EXHIBIT "B"
TO
SUBCONTRACT AGREEMENT
CONTRACT DOCUMENTS

The following documents are part of this contract:

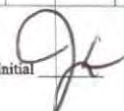
Drawing Set	Drawing No.	Revision No.	Drawing Title	Drawing Date	Revision Date
Architectural	A-000	6	COVER SHEET	6/11/18	8/2/19
Architectural	A-001	6	BUILDING & APARTMENT AREAS	6/11/18	8/2/19
Architectural	A-002	6	GENERAL NOTES, LEGEND, COMCHECK	6/11/18	8/2/19
Architectural	A-003	6	CODE REVIEW	6/11/18	8/2/19
Architectural	A-004	6	CODE REVIEW	6/11/18	8/2/19
Architectural	A-005	6	EGRESS PLANS	6/11/18	8/2/19
Architectural	A-101	6	BASEMENT PLAN	6/11/18	8/2/19
Architectural	A-102	6	FIRST FLOOR PLAN	6/11/18	8/2/19
Architectural	A-103	6	SECOND FLOOR PLAN	6/11/18	8/2/19
Architectural	A-104	6	TYPICAL RESIDENTIAL 3RD. TO 8TH. FL. PLAN	6/11/18	8/2/19
Architectural	A-105	6	TYPICAL RESIDENTIAL 9TH. & 10TH. FL. PLANS	6/11/18	8/2/19
Architectural	A-106	6	ROOF PLAN	6/11/18	8/2/19
Architectural	A-107	6	TYPICAL ROOF DETAILS	6/11/18	8/2/19
Architectural	A-108	6	ENLARGED BASEMENT FLOOR PLAN -PART 1	6/11/18	8/2/19
Architectural	A-109	6	ENLARGED BASEMENT FLOOR PLAN -PART 2	6/11/18	8/2/19
Architectural	A-110	6	ENLARGED FIRST FLOOR PLAN - PART 1	6/11/18	8/2/19
Architectural	A-111	6	ENLARGED FIRST FLOOR PLAN - PART 2	6/11/18	8/2/19
Architectural	A-112	6	ENLARGED SECOND FLOOR PLAN -PART 1	6/11/18	8/2/19
Architectural	A-113	6	ENLARGED SECOND FLOOR PLAN -PART 2	6/11/18	8/2/19
Architectural	A-114	6	ENLARGED 3RD.TO 8TH. FLOOR PLAN -PART 1	6/11/18	8/2/19
Architectural	A-116	6	ENLARGED 9TH.& 10TH. FLOOR PLAN -PART 1	6/11/18	8/2/19
Architectural	A-117	6	ENLARGED 9TH.& 10TH. FLOOR PLAN -PART 2	6/11/18	8/2/19
Architectural	A-200	6	EXTERIOR ELEVATIONS - BERGENLINE AV. & MURPHY PL.	6/11/18	8/2/19
Architectural	A-201	6	EXTERIOR ELEVATIONS - 49TH. STREET	6/11/18	8/2/19
Architectural	A-202	6	EXTERIOR ELEVATION - NORTH SIDE	6/11/18	8/2/19
Architectural	A-203	6	INNER COURT ELEVATIONS	6/11/18	8/2/19
Architectural	A-301	6	BUILDING SECTIONS A-A & B-B	6/11/18	8/2/19
Architectural	A-302	6	BUILDING SECTIONS C- C	6/11/18	8/2/19

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Architectural	A-303	6	WALL SECTION DETAILS	6/11/18	8/2/19
Architectural	A-304	6	WALL SECTION DETAILS	6/11/18	8/2/19
Architectural	A-305	6	WALL SECTION DETAILS	6/11/18	8/2/19
Architectural	A-306	6	PLAN DETAILS	6/11/18	8/2/19
Architectural	A-307	6	PLAN DETAILS	6/11/18	8/2/19
Architectural	A-308	6	PLAN DETAILS	6/11/18	8/2/19
Architectural	A-310	6	TYPICAL METAL CLADDING DETAILS	6/11/18	8/2/19
Architectural	A-401	6	STAIR 1 SECTIONS	6/11/18	8/2/19
Architectural	A-402	6	STAIR 2 SECTIONS	6/11/18	8/2/19
Architectural	A-403	6	TYPICAL STAIR DETAILS	6/11/18	8/2/19
Architectural	A-404	6	TYPICAL STAIR DETAILS	6/11/18	8/2/19
Architectural	A-405	6	ELEVATOR SECTION & DETAILS	6/11/18	8/2/19
Architectural	A-406	6	TYPICAL ELEVATOR DETAILS	6/11/18	8/2/19
Architectural	A-501	6	DOOR ELEVATIONS	6/11/18	8/2/19
Architectural	A-502	6	HARDWARE SCHEDULE	6/11/18	8/2/19
Architectural	A-503	6	TYPICAL DOOR DETAILS	6/11/18	8/2/19
Architectural	A-504	6	WINDOW SCHEDULE	6/11/18	8/2/19
Architectural	A-505	6	WINDOW SCHEDULE	6/11/18	8/2/19
Architectural	A-506	6	FINISH, PAINT & SIGNAGE SCHEDULE	6/11/18	8/2/19
Architectural	A-507	6	PARTITION SCHEDULE	6/11/18	8/2/19
Architectural	A-508	6	PARTITION SCHEDULE	6/11/18	8/2/19
Architectural	A-509	6	TYPICAL FLOOR ASSEMBLIES	6/11/18	8/2/19
Architectural	A-510	6	TYPICAL ROOF ASSEMBLIES	6/11/18	8/2/19
Architectural	A-511	6	TYPICAL FLOOR & WALL PENETRATION ASSEMBLIES	6/11/18	8/2/19
Architectural	A-512	6	TYPICAL FLOOR & WALL PENETRATION ASSEMBLIES	6/11/18	8/2/19
Architectural	A-513	6	TYPICAL FLOOR ASSEMBLY DETAILS	6/11/18	8/2/19
Architectural	A-514	6	TYPICAL FLOOR ASSEMBLY DETAILS	6/11/18	8/2/19
Architectural	A-601	6	TYPICAL BATHROOM DETAILS & NOTES	6/11/18	8/2/19
Architectural	A-602	6	TYPICAL BATHROOM INTERIOR ELEVATIONS	6/11/18	8/2/19
Architectural	A-603	6	TYPICAL KITCHEN DETAILS & NOTES	6/11/18	8/2/19
Architectural	A-604	6	TYPICAL KITCHEN PLAN & INTERIOR ELEVATIONS	6/11/18	8/2/19
Structural	S-1.0	0	GENERAL NOTES & DRAWING LIST	3/14/18	3/15/19
Structural	S-2.0	1	FOUNDATION PLAN	3/14/18	9/24/19
Structural	S-2.1	1	BASEMENT PLAN	3/14/18	9/24/19
Structural	S-3.0	1	FIRST FLOOR FRAMING PLAN	3/14/18	9/24/19
Structural	S-4.0	1	SECOND FLOOR FRAMING PLAN	3/14/18	9/24/19

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Structural	S-5.0	0	FOUNDATION DETAILS	3/14/18	3/15/19
Structural	S-5.1	0	FOUNDATION DETAILS	3/14/18	3/15/19
Structural	S-5.2	1	SECTIONS	3/14/18	9/24/19
Structural	S-5.3	1	SECTIONS	3/14/18	9/24/19
Structural	S-5.4	1	PLANS & SECTIONS	3/14/18	9/24/19
Structural	S-5.5	0	DETAILS	3/14/18	3/15/19
Structural	S-5.6	0	DETAILS	3/14/18	3/15/19
Structural	S-6.0	0	METAL FRAMING POST PLAN (SECOND FLOOR)	3/14/18	3/15/19
Structural	S-7.0	0	THIRD TO NINTH FLOOR FRAMING PLAN	3/14/18	3/15/19
Structural	S-8.0	0	TENTH FLOOR FRAMING PLAN	3/14/18	3/15/19
Structural	S-9.0	1	ROOF FRAMING PLAN	3/14/18	9/24/19
Structural	S-10.0	0	STEEL SECTION AND DETAILS	3/14/18	3/15/19
Civil	1 of 7	7	KEY MAP WITH ZONING	6/11/18	10/02/19
Civil	2 of 7	7	SITE PLAN	6/11/18	10/02/19
Civil	3 of 7	7	RETAIL FLOOR & RESIDENTIAL ABOVE PLAN	6/11/18	10/02/19
Civil	4 of 7	4	EXISTING CONDITIONS MAP	6/11/18	10/02/19
Civil	5 of 7	7	SOIL EROSION AND SEDIMENT CONTROL PLAN	6/11/18	10/02/19
Civil	6 of 7	7	CONSTRUCTION DETAILS	6/11/18	10/02/19
Civil	7 of 7	7	DRAINAGE & CONSTRUCTION DETAILS	6/11/18	10/02/19
Electrical	E-100	2	SYMBOLS, ABBREVIATIONS, NOTES AND DETAILS	3/14/18	8/23/19
Electrical	E-200	1	BASEMENT ELECTRICAL PLAN	3/14/18	8/23/19
Electrical	E-201	1	FIRST FLOOR ELECTRICAL PLAN	3/14/18	8/23/19
Electrical	E-202	1	SECOND FLOOR ELECTRICAL PLAN - AREA A	3/14/18	8/23/19
Electrical	E-203	0	SECOND FLOOR ELECTRICAL PLAN - AREA B	3/14/18	
Electrical	E-204	1	3RD - 8TH FLOOR TYPICAL ELECTRICAL PLAN - AREA A	3/14/18	8/23/19
Electrical	E-205	0	3RD - 8TH FLOOR TYPICAL ELECTRICAL PLAN - AREA B	3/14/18	
Electrical	E-206	1	9TH AND 10TH FLOOR TYPICAL ELECTRICAL PLAN - AREA A	3/14/18	8/23/19
Electrical	E-207	0	9TH AND 10TH FLOOR TYPICAL ELECTRICAL PLAN - AREA B	3/14/18	
Electrical	E-208	1	ROOF ELECTRICAL PLAN	3/14/18	8/23/19
Electrical	E-209	1	ELECTRICAL DISTRIBUTION DIAGRAM	3/14/18	8/23/19
Electrical	E-210	1	ELECTRICAL SCHEDULES	3/14/18	8/23/19
Electrical	E-211	1	ELECTRICAL SCHEDULES	3/14/18	8/23/19
Electrical	E-213	1	ELECTRICAL PANEL SCHEDULES	3/14/18	8/23/19
Fire Alarm	FA-100	1	SYMBOLS, ABBREVIATIONS, NOTES AND VENTILATION SCHEDULE	3/14/18	8/2/19
Fire Alarm	FA-200	1	BASEMENT FIRE ALARM PLAN	3/14/18	8/2/19

Initial 

Fire Alarm	FA-201	1	FIRST AND SECOND FLOOR FIRE ALARM PLAN	3/14/18	8/2/19
Fire Alarm	FA-202	1	3RD TO 8TH, 9TH AND 10TH FLOOR FIRE ALARM PLAN	3/14/18	8/2/19
Fire Alarm	FA-203	1	ROOF FIRE ALARM PLAN	3/14/18	8/2/19
Fire Alarm	FA-204	1	FIRE ALARM RISER DIAGRAM	3/14/18	8/2/19
Fire Alarm	FA-205	0	FIRE ALARM FIREFIGHTER'S TELEPHONE RISER DIAGRAM	3/14/18	
Fire Alarm	FCC- 100	1	FIRE COMMAND CENTER LAYOUT, RISER, NOTES AND DETAILS	3/14/18	8/2/19
Mechanical	M-100	1	SYMBOLS, ABBREVIATIONS, NOTES AND VENTILATION SCHEDULE	3/14/18	6/17/19
Mechanical	M-200	2	BASEMENT MECHANICAL PLAN	3/14/18	8/23/19
Mechanical	M-201	2	FIRST FLOOR MECHANICAL PLAN AND SECTION	3/14/18	8/23/19
Mechanical	M-202	2	SECOND FLOOR MECHANICAL PLAN	3/14/18	8/23/19
Mechanical	M-203	2	ENLARGED 3RD. TO 8TH. FLOOR PLAN -PART 2	3/14/18	8/13/19
Mechanical	M-204	2	9TH AND 10TH FLOOR TYPICAL MECHANICAL PLAN	3/14/18	8/13/19
Mechanical	M-205	1	ROOF MECHANICAL PLAN	3/14/18	8/2/19
Mechanical	M-206	2	MECHANICAL SCHEDULES	3/14/18	8/23/19
Mechanical	M-207	0	MECHANICAL DETAILS SHEET 1 OF 2	3/14/18	
Mechanical	M-208	0	MECHANICAL DETAILS SHEET 2 OF 2	3/14/18	
Mechanical	M-209	1	MECHANICAL RISER DIAGRAMS	3/14/18	6/17/19
Mechanical	M-210	0	MECHANICAL SPECIFICATIONS SHEET 1 OF 4	3/14/18	
Mechanical	M-211	0	MECHANICAL SPECIFICATIONS SHEET 2 OF 4	3/14/18	
Mechanical	M-212	0	MECHANICAL SPECIFICATIONS SHEET 3 OF 4	3/14/18	
Mechanical	M-213	0	MECHANICAL SPECIFICATIONS SHEET 4 OF 4	3/14/18	
Plumbing	P-100	2	PLUMBING SYMBOLS, ABBREVIATIONS, NOTES AND SCHEDULES	3/14/18	8/23/19
Plumbing	P-200	2	BASEMENT AND WATER TANK LEVEL SANITARY AND STORM PLAN	3/14/18	8/23/19
Plumbing	P-201	3	FIRST FLOOR SANITARY AND STORM PLAN	3/14/18	8/23/19
Plumbing	P-202	2	SECOND FLOOR SANITARY AND STORM PLAN	3/14/18	8/23/19
Plumbing	P-203	2	3RD - 8TH FLOOR TYPICAL SANITARY AND STORM PLAN	3/14/18	8/23/19
Plumbing	P-204	2	9TH AND 10TH FLOOR TYPICAL SANITARY AND STORM PLAN	3/14/18	8/23/19
Plumbing	P-205	1	ROOF PLUMBING PLAN	3/14/18	8/23/19
Plumbing	P-206	2	BASEMENT WATER PLAN	3/14/18	8/23/19
Plumbing	P-207	2	FIRST FLOOR WATER PLAN	3/14/18	8/23/19
Plumbing	P-208	3	SECOND FLOOR WATER PLAN	3/14/18	8/23/19
Plumbing	P-209	3	3RD - 10TH FLOOR TYPICAL WATER PLAN	3/14/18	8/23/19

Initial 

Plumbing	P-210	2	PLUMBING SANITARY PIPING RISER DIAGRAM PART 1	3/14/18	8/23/19
Plumbing	P-211	2	PLUMBING SANITARY PIPING RISER DIAGRAM PART 2	3/14/18	8/23/19
Plumbing	P-212	1	PLUMBING SANITARY PIPING RISER DIAGRAM PART 3	3/14/18	8/23/19
Plumbing	P-213	0	PLUMBING SANITARY PIPING RISER DIAGRAM PART 4	3/14/18	
Plumbing	P-214	1	PLUMBING SANITARY PIPING RISER DIAGRAM PART 5	3/14/18	8/23/19
Plumbing	P-215	1	PLUMBING WATER RISER DIAGRAM PART 1	3/14/18	8/23/19
Plumbing	P-216	2	PLUMBING WATER RISER DIAGRAM PART 2	3/14/18	8/23/19
Plumbing	P-217	1	PLUMBING WATER RISER DIAGRAM PART 3	3/14/18	8/23/19
Plumbing	P-218	1	PLUMBING WATER RISER DIAGRAM PART 4	3/14/18	8/23/19
Plumbing	P-219	1	PLUMBING STORM RISER DIAGRAM	3/14/18	8/23/19
Plumbing	P-219A	1	CONDENSATE DRAIN PIPING DIAGRAM - 1	3/14/18	8/23/19
Plumbing	P-219B	1	CONDENSATE DRAIN PIPING DIAGRAM - 2	3/14/18	8/23/19
Plumbing	P-220	0	PLUMBING SCHEDULES AND DETAILS	3/14/18	
Plumbing	P-221	1	PLUMBING DETAILS	3/14/18	8/23/19
Plumbing	P-222	0	PLUMBING SPECIFICATIONS	3/14/18	
Fire Sprinkler	SP-100	0	SYMBOLS, ABBREVIATIONS, NOTES AND SCHEDULE	3/14/18	
Fire Sprinkler	SP-101	0	SPRINKLER SCHEMATIC RISER DIAGRAM	3/14/18	
Fire Sprinkler	SP-200	0	ENLARGED BASEMENT FLOOR PLAN -PART 2	3/14/18	
Fire Sprinkler	SP-201	0	FIRST AND SECOND FLOOR SPRINKLER PLAN	3/14/18	
Fire Sprinkler	SP-202	0	3RD TO 8TH, 9TH AND 10TH FLOOR SPRINKLER PLAN	3/14/18	
Interior Design	ID-01	1	Final concept boards	6/4/19	
Interior Design	ID-02	1	Lobby finishes	6/4/19	
Interior Design	ID-03	1	Lobby finishes	6/4/19	
Interior Design	ID-04	1	Lobby finishes - Option 2	6/4/19	
Interior Design	ID-05	1	Large format floor & wall tile TL-01	6/4/19	
Interior Design	ID-06	1	Lobby furnishings	6/4/19	
Interior Design	ID-07	1	Lobby - Mail Room	6/4/19	
Interior Design	ID-08	1	Lobby Elevator	6/4/19	
Interior Design	ID-09	1	MAIL ROOM	6/4/19	
Interior Design	ID-10	1	Corridor Finishes	6/4/19	
Interior Design	ID-11	1	Corridor carpet alternates	6/4/19	
Interior Design	ID-12	1	Corridor	6/4/19	
Interior Design	ID-13	1	Elevator Lobby 2	6/4/19	
Interior Design	ID-14	1	Residence Flooring Options (FL-02)	6/4/19	
Interior Design	ID-15	1	Residence Flooring Options (FL-02)	6/4/19	

Initial 

Interior Design	ID-16	1	Kitchen materials & fixtures	6/4/19	
Interior Design	ID-17	1	Kitchen materials & fixtures alternates	6/4/19	
Interior Design	ID-18	1	Appliances	6/4/19	
Interior Design	ID-19	1	Appliances (ADA compliant)	6/4/19	
Interior Design	ID-20	1	Kitchen	6/4/19	
Interior Design	ID-21	1	Kitchen 2	6/4/19	
Interior Design	ID-22	1	Kitchen 3	6/4/19	
Interior Design	ID-23	1	Bathroom materials & fixtures	6/4/19	
Interior Design	ID-24	1	Bathroom materials & fixtures	6/4/19	
Interior Design	ID-25	1	Bathroom materials & fixtures	6/4/19	
Interior Design	ID-26	1	Bathroom	6/4/19	
Interior Design	ID-27	1	Bathroom 2	6/4/19	
Interior Design	ID-28	1	Bathroom 3	6/4/19	
Interior Design	ID-29	1	Fitness Center & Owners' Lounge Bathroom	6/4/19	

Initial 

EXHIBIT "C"
TO
SUBCONTRACT AGREEMENT
SCOPE OF WORK: ELECTRICAL

Subcontractor agrees to provide all labor, material and equipment to fully install Electrical as indicated in the contract documents for 4901 Bergenline Ave, West New York NJ, including but not limited to the following:

General:

1. Furnish and install all work listed below per the NJ current Electrical Code, all local and state codes and amendments as adopted by the local jurisdiction, and the intended use of the building.
2. The Electrical contractor shall review ALL project drawings and coordinate the installation of their work with all other trades for the project.
3. Provide and maintain a complete and accurate set of As-built during construction and submit to A/E at closeout.
4. Co-ordinate work with all other trades.
5. Provide testing of all work in this scope as required per code.
6. Provide startup and commissioning report on all electrical equipment as per the manufacturer's specifications.
7. Electrical Contractor to apply for their respective permit, coordinate and make sure to pass all town and state inspections. Fees by others
8. Electrical Contractor to coordinate and cooperate with PSEG
9. All work shall be performed by a licensed electrician.
10. Furnish and install temporary electric for construction trailer and on all floors.
11. Electrical contractor shall clean up broom sweep areas where their work occurred at the end of each day
12. Provide all submittals, technical data, and material sampling as per contract documents for Architect/EOR and owner approval prior to installation.
13. Core-drill through the concrete decks for its own work. As an option, the Electrical contractor can furnish and co-ordinate any concrete sleeves as required to be installed by others.

Electrical Service:

1. Provide temporary power as follows:
 - a. To each floor under construction consisting of (6) 20 Amp circuits per floor.
 - b. Temporary single phase, 100 Amp power line to the construction trailer, including the tie-in to the trailer panel
 - c. Temporary 240V - 200 Amp 3-phase service for the construction crane
 - d. Temporary 240V - 200 Amp 3-phase service for the construction hoist(s)
 - e. Temporary 240V - 200 Amp single-phase service for temp lighting/outlets and water meter "hot" box heater as required.
 - f. All temporary circuits, wiring, panels to be removed when no longer required.
2. Furnish and install conduit, service wire and duct bank from transformers to switchgear to the designated room at the garage level, including the excavation, trenching and backfill compacting as required.
3. Furnish and install switch gear and all associated electrical components.
4. Furnish and install conduit and wiring from main breakers to the meter centers.
5. Furnish and install Meter Centers, panelboards, meter pans, CT cabinets, ground bars, pull boxes, conduit, hangers, supports and all related electrical equip.
6. ~~Furnish & Install generator and ATS as specified and approved. Include rigging and setting to the roof (crane by others).~~
7. Furnish & Install power to the fire pump and controls, fire pump wire to be MI (Mineral Insulated) wire or concrete incased conduit. Concrete encasing by others.
8. Furnish & Install power to the elevator sump pump, parking pit sump pumps, trash compactor, trash chute controls.
9. Furnish & Install power to the retail space on the first floor, including CT panel, meter pan and a 400A "R1" panel, 200A "R2" panel, 200A "R3" panel.

excluded

install only
Furnish is
add alt.

JA

10. All electrical equipment must be securely attached to the building with approved hangers, struts, fasteners, etc.

11. Furnish and install conduit and sleeves for Auxiliary Radio Communication System (ARCS).

Mechanical, Elevators Trash Chute:

1. Elevator Requirements

- a. Furnish and install power to the elevator 208V 3-phase controller, supplied by others. ✓
Coordinate with the elevator manufacturer/installer.
- b. Furnish and install light switch, light fixture with externally guarded bulb that provides 100lx in the Elevator Pit floor, (1) GFCI convenience outlet ✓
- c. Furnish and install a lockable fused disconnect outside the hoist way and another lockable non-fused disconnect switch in the Hoistway overhead suitable for 3-phase power ✓
- d. Furnish and install ATS with 2 signals (1 for Emergency condition, 1 for return to Utility Power) ✓ *NO. ADD ALT. JH*
- e. Furnish and install two (2) disconnects for each elevator in separate closet. ✓
- f. Furnish and install conduit and wiring from disconnect to door mounted control. ✓
- g. Furnish and install dedicated pit circuit with GFCI protected 20 amp 120V outlet. ✓
- h. Furnish and install GFCI receptacle at top of hoist way. ✓
- i. Furnish and install a non GFCI protected single receptacle for sump pumps. ✓
- j. Furnish and install light switch at manual brake release location. ✓
- k. Furnish and install 115VAC 20 amp circuit in the fire room with conduit and wire to the lobby panel. ✓
- l. Furnish and install 2 dedicated 15 amp 120VAC fused service with ground to (supplied through automatic emergency lighting supply) connected to each elevator signal control cabinet; one for lighting and one for system communication device. Must include the means to disconnect this service and lock-off in the open position. ✓

2. Furnish and install electrical connection to Trash Chute disinfection unit and electrical interlocks ✓

3. Furnish and install Power and make connections at Fire Pump control, (controls by others) ✓

4. Furnish and install Power and make connections at Booster Pump control. (controls by others) ✓

5. Furnish and install four (4) 20 amp GFCI outlets in each telecom closet. ✓

Dwelling Units:

1. Co-ordinate all work with all other trades. ✓
2. Furnish and install Load center panels, breakers, arc fault breakers, etc. per drawings. ✓
3. Furnish and install all conduit, wire, outlets, GFI's, switches, wall plates, boxes and accessories for complete electrical system installation. ✓
4. Install all light fixtures on the contract drawings and as per approved submittals supplied by others. ✓
5. Low Voltage telephone, network, cable tv, doorbell by others. ✓
6. Furnish and install power and connections to all mechanical equipment ✓
7. Furnish & Install power and connections to water heater, kitchen range and hood, clothes washer and dryer, dishwasher, garbage disposal (provided by others) ✓
8. Furnish and install power and connections to all bath/exhaust fans supplied by others. ✓

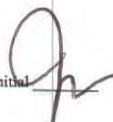
Additional Requirements:

1. All subcontractor personnel, including service persons and suppliers that will be on-site for any reason, must comply with ALL local, State & Federal laws and regulations, including but not limited to:
 - a. West New York Building Dept.
 - b. NJ IBC/ NFPA 70
 - c. OSHA
 - d. NJ DOT
 - e. All Applicable
2. Within 14 days of the date listed on Exhibit B of this Subcontract Agreement, Subcontractor shall provide to Construction Manager a Detailed Project Schedule to be reviewed and modified as necessary to coordinate work with the overall project schedule.
3. Attendance at construction meetings as required by Construction Manager or the Owner.
4. Contractor's principal or qualified person must be present at the weekly contractor's meetings.

5. The Subcontractor agrees to submit to the Construction Manager, within ten (10) calendar days, copies of its current Subcontractor's Insurance with requirements as noted in Exhibit A of the Subcontract Agreement & in compliance with article 13 of this contract.
6. Examination of Premises: Subcontractor has visited the site; confirmed all existing job conditions, dimensions, etc., prior to submitting a quote. No later claims will be allowed for extra compensation for labor, materials or equipment which could have been foreseen by such examination.
7. Subcontractor must comply with ALL preconstruction requirements as dictated in construction documents.
8. Subcontractor must adhere to project baseline construction schedule & provide a weekly 2 week look ahead.
9. Subcontractor is solely responsible to provide the appropriate safety requirements to its employee.
10. Perform all work required to prevent and control dust in accordance with all applicable Federal, State, and local laws and regulations concerning the prevention and control of dust pollution.
11. Electrical contractor shall clean up broom sweep areas where their work occurred at the end of each day.
12. Submittals and shop drawings must be submitted to DMR within (2) weeks of executed contract.
13. All deliveries must be coordinated with DMR Supervision.
14. Provide adequate means of vertical conveyance/ Loading or Unloading for all materials as required to complete installation.
15. Subcontractor responsible for all required equipment to perform the work - owned, rented or leased.
16. The above scope of work and all work included in the drawings and specifications for the project must be completed in accordance with the DMR construction schedule.
17. Subcontractor understands that work will be performed at multiple intervals, there will not be additional charges for multiple mobilizations necessary to meet the project schedule.

Initial 

Exhibit "D"
to
Subcontract Agreement
SCHEDULE

Initial 

**EXHIBIT E
TO
SUBCONTRACTOR AGREEMENT
OWNER CONTROLLED INSURANCE PROGRAM
(OCIP) WRAP UP MANUAL**

ACKNOWLEDGMENT OF RECEIPT

BERGENLINE STATION

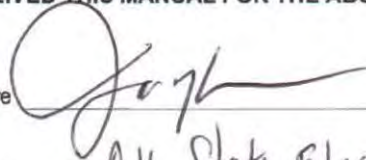
I, Jason Ronchi
Name

CERTIFY THAT AS OF 11-11-19
Date

I HAVE RECEIVED THIS MANUAL FOR THE ABOVE-REFERENCED PROJECT.

Signature

Company Name



All State Electrical Construction

IF THIS FORM IS NOT SIGNED AT TIME OF CONTRACT SIGNING,
PLEASE SIGN AND EMAIL THIS ACKNOWLEDGMENT OF RECEIPT AS SOON AS
POSSIBLE TO:

**DMR CONSTRUCTION SERVICES INC
ATTN: ALLEN FROST
EMAIL: AFROST@DMRCONSTRUCT.COM**

THANK YOU!

OCIP Insurance Manual

BERGENLINE STATION

BERGENLINE CAPITAL 4901, LLC
OCIP Insurance Manual (Exhibit "D")

BERGENLINE STATION
4901 Bergenline Ave.
West New York, NJ 07093


OCIP Administrator
Paladin Risk Management
275 E. Hillcrest Dr., Suite 215
Thousand Oaks, California 91360
Tel: 888-240-4431 • Fax 888-592-9309

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PALADIN RISK MANAGEMENT encourages its users to share the information contained herein among Wrap up Program participants of the Bergenline Station project. Reprint permission will be granted by written request only to authorized Program participants of the Bergenline Station project.

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Section 1: Introduction and Disclosures

You are a participant in the Owner Controlled Insurance Program ("OCIP"), also known as Wrap Up. Bergenline Station project ("Project") is the insured project of the OCIP.

The OCIP is a consolidated insurance program comprised of an insurance policy issued by an insurance carrier ("OCIP Policy") and purchased by an Owner. It covers and its limits are shared by all Eligible Parties (as defined in Section 3 below) that are enrolled into the OCIP as described herein for the Project ("OCIP Participants").

Your Project contract requires that you, as a Subcontractor, and your eligible sub tier contractors to participate in the OCIP.

The purpose of this manual is to guide you through the various areas of the OCIP and to provide highlights of your responsibilities and obligations under this OCIP. This manual also provides information about who to contact for further information about the OCIP.

The following topics are covered:

- A description of the operation of the OCIP
- Responsibilities of the Participants involved in the OCIP
- Answers to basic questions about the OCIP
- Sub tier Contractor Enrollment Forms

Please make sure that everyone in your organization, including your attorneys and brokers take the time to understand how this OCIP works, and how it differs from other traditional insurance programs and even other OCIP programs. Each enrolled party ("OCIP Participant") must rely solely upon its own review and analysis of the OCIP Policies. Every OCIP Participant is responsible for understanding the amount limits, nature, type or extent of the OCIP's coverage and/or its possible applicability to any potential claim or loss. The OCIP Policies and the OCIP Participant's executed Subcontract Agreement ("Agreement") are the best sources for the actual terms, coverages and obligations of this OCIP. If there is any conflicting information amongst this manual, the OCIP Policies, or any contract, the OCIP Policies then the contracts will govern. This manual does **NOT** provide coverage interpretations, or answers to specific claims questions.

Section 2: Goals of the OCIP

The primary goal of the OCIP is to centralize the general liability insurance for risks arising out of the Project's construction. The objective is to be able to respond to covered general liability claims (such as property damage and bodily injury claims) in a unified fashion.

By providing a unified response to handling claims, the OCIP is intended to:

- Reduce disputes between OCIP Participants.
- Reduce litigation expense traditionally required to allocate fault among OCIP Participants. Respond to potential claims prior to litigation.
- Manage claims with one team of insurers, investigators and defense counsel. Promote the team concept required for quality control during construction.

Initial 

Section 3: OCIP Insurance Coverage

Bergenline Capital 4901, LLC ("Owner") is providing the General Liability insurance for the Project under this OCIP. The information below is provided to you with a description and summary of the OCIP. We recommend that you refer to the OCIP Policy for specific details with reference to the OCIP's coverage, exclusions and limitations for this Project. A copy of the OCIP Policy should be made available to you from the OCIP's insurance broker, Castle Rock Capacity LLC ("OCIP Broker"), upon written request.

Project Site

The OCIP covers all Eligible Parties who have been enrolled as described below in "Enrollment" with respect to the Bergenline Station Project. The OCIP limits of liability are shared among all OCIP Participants. The Project is located at the following site ("Project Site"):

Designated Project Name	Bergenline Station
Project Site	4901 Bergenline Ave. West New York, NJ 07093

Note: The Owner may request the OCIP insurance carriers to extend coverage to additional sites for staging and storage. OCIP Participants must discuss their needs for such with the Project Superintendent as those locations will need to be scheduled onto the OCIP Policies.

Eligible Parties

Parties eligible for coverage under the OCIP include Bergenline Capital 490, its related entities, and all Subcontractors and their sub tier contractors of all levels who perform work at the Project and who do not qualify as a "Non-Eligible Party" as described below. The OCIP provides coverage only for those Eligible Parties enrolled in the OCIP. See "Enrollment" below.

Non-Eligible Parties

Under the OCIP, scopes of work for which there is no coverage *generally* include: architectural and engineering (drafting/design work), demolition, the removal of hazardous waste and/or its transport, pest control utilizing hazardous materials, drivers, fabricators, suppliers, vendors, and other participants who transport, pick up, deliver, carry materials, personnel, parts or equipment or any other items or persons, to or from the construction Project Site/s. Those parties that perform the scope of work identified hereunder are not eligible for coverage under the OCIP.

Enrollment

Enrollment into the OCIP is required, but not automatic, for Eligible Parties. The enrollment process is summarized as follows:

- Subcontractor executes the Subcontract Agreement ("Agreement").
- Subcontractor provides Contractor and OCIP Administrator with Certificate of Insurance evidencing required insurance coverage, along with Additional Insured and Waiver of Subrogation endorsements, where required by the Agreement.
- Owner or Contractor authorizes OCIP Administrator to enroll into the OCIP eligible Subcontractor and/or its sub tier contractor of any level.
- OCIP Administrator issues Enrollment Certificate to Subcontractor and its sub tier contractors; a copy of the Certificate is sent to the Contractor and OCIP Broker.

As indicated, an OCIP Participant must comply with certain insurance requirements as set forth in its Agreement. For purposes of information only, the coverage required is set forth below in "Other Required Coverages" under Section 4 (OCIP Participant Responsibilities).

The highlights of this OCIP are as follows:

- One insurance policy lists all enrolled OCIP Participants as named insureds.
- The OCIP is for this Project only; limits are available for covered losses until exhausted.

Designated Project Name	Bergenline Station
Location	4901 Bergenline Ave. West New York, NJ 07093
Type of Project	Apartments & Retail Space
Number of Units	97 Apartments & 12000 Square feet of Retail

- The OCIP Policies' available limits, shared among OCIP Owner, Project Developer, its enrolled Subcontractors and their sub tier contractors of all level, and other eligible Participants, as of July 16th, 2018 are :

Insurance Carrier	First Mercury Insurance Company
Policy Period	07/16/2018-07/16/2021
Policy Number	NY-CGL-0000079257-01
Limits	\$2,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products-Completed Operations Aggregate
Deductible	\$25,000 Per Occurrence
First Excess Layer	
Insurance Carrier	First Mercury Insurance Company
Policy Period	07/16/2018-07/16/2021
Policy Number	NY-EX-0000079258-01
Limits	\$8,000,000 Each Occurrence \$8,000,000 General Aggregate \$8,000,000 Products-Completed Operations Aggregate
Second Excess Layer	
Insurance Carrier	Navigators Insurance Company
Policy Period	07/16/2018-07/16/2021
Policy Number	IS18EXC938252IV
Limits	\$11,000,000 Each Occurrence \$11,000,000 General Aggregate \$11,000,000 Products-Completed Operations Aggregate
Third Excess Layer	
Insurance Carrier	Philadelphia Indemnity Insurance Company
Policy Period	07/16/2018-07/16/2021
Policy Number	PHUB639161
Limits	\$5,000,000 Each Occurrence \$5,000,000 General Aggregate \$5,000,000 Products-Completed Operations Aggregate

- **Owner shall be responsible for payment of insurance premiums for the Wrap Up Policy. Subcontractors and any of its sub-tier contractors shall be responsible for contributing toward the insurance premium in an amount equivalent to the cost the**

Subcontractor's current general liability insurance would charge to cover its contract award for the project. ("Actual Rate"). Please refer to your Project Agreement.

- In the event of an occurrence during the course of construction (prior to completion and acceptance of Subcontractor's Work) or after the course of construction (during the policy's statute of repose), which requires Contractor to satisfy all or any portion of the deductible and which arises out of the scope of Work by or for Subcontractor, each "involved" Subcontractor shall contribute the equivalent amount of its general liability policy's deductible in place at the time of loss or \$5,000, whichever is greater.

Please be advised that a copy of the OCIP Policy and a good faith estimate of the amount of available limits remaining under the policy for the Bergenline Station Project can be provided by the OCIP Broker (upon written request):

COMPANY	Castle Rock Capacity LLC	PHONE	(212)360-2334
CONTACT NAME	Jon Lipton	EMAIL	Jon.lipton@epicbrokers.com
ADDRESS	90 Broad St. Suite 1503 New York City, New York 10004		

Feel free to direct any questions regarding the OCIP Policy to the OCIP Broker.

Section 4: OCIP Participant Responsibilities

General Responsibilities

During the life of these Projects, all OCIP Participants are required to comply with each and all of the requirements in their Project contract(s), whether with Owner or with Contractor, including, but not limited to, the following:

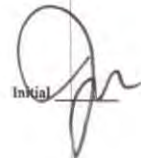
- Maintain General Liability insurance coverage for work performed away from the Project (as described below under "Other Required Coverages") and provide necessary Certificates of Insurance to Contractor.
- Maintain Auto Liability insurance coverage (as described below under "Other Required Coverages") and provide necessary Certificates of Insurance to Contractor.
- Maintain Workers' Compensation insurance coverage (as described below under "Other Required Coverages") and provide necessary Certificates of Insurance to Contractor.
- Maintain Professional Liability insurance coverage (as described below under "Other Required Coverages") and provide necessary Certificates of Insurance to Contractor.
- Provide timely evidence of insurance to Contractor.
- Notify Contractor immediately of any insurance cancellation or non-renewal.
- Comply with all insurance, claims reporting, safety procedures and any other duties and responsibilities outlined in your subcontract agreement with Contractor.
- Notify Contractor and Paladin Risk Management of all sub tier contracts awarded. (See Section 8 for Sub Tier Enrollment Form.)
 - Provide accurate completion of the Sub Tier Enrollment Forms.
 - Include OCIP provisions in all contracts with sub tier contractors.

Other Required Coverages

OCIP Participants are required to maintain insurance coverage to protect themselves and Owner/Contractor against losses and liabilities arising from the OCIP Participant's operations performed away from the Project Site/s and those losses and liabilities that are not covered under the OCIP. Please refer to the insurance specifications in your Agreement.

In summary, an OCIP Participant must secure the following insurance from a carrier rated A-, VII or better by A.M. Best and submit Certificates of Insurance evidencing coverage, including Additional Insured (AI) and Waiver of Subrogation endorsements where required:

1. General Liability insurance

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- written on a full occurrence policy form, primary and non-contributory to the OCIP, and covering work and operations away from the Project (**off-site**)
- With minimum limits of:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - Or
 - \$1,000,000 Combined Single Limit Bodily Injury and Property Damage-Each Occurrence
 - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage-Aggregate
 - Or
 - \$1,000,000 Bodily Injury-Each Occurrence
 - \$2,000,000 Bodily Injury-Aggregate
 - \$1,000,000 Property Damage-Each Occurrence
 - \$2,000,000 Property Damage-Aggregate
- Policy must contain AI and Waiver of Subrogation endorsements naming as additional insured/endorsee:
 - a. Bergenline Capital 4901, LLC
 - b. DMR Construction Services Inc

2. Auto Liability insurance

- Cover "any auto" or for all owned, non-owned, leased and hired automobiles, trucks, trailers, and semi-trailers, including but not limited to any machinery or apparatus attached thereto
- With minimum combined single limit of \$1,000,000 per accident for bodily injury and property damage or \$1,000,000 Bodily Injury Each Person and \$1,000,000 Property Damage Each Occurrence
- Policy must contain AI and Waiver of Subrogation endorsements naming as additional insured/endorsee:
 - a. Bergenline Capital 4901, LLC
 - b. DMR Construction Services Inc

3. Workers' Compensation insurance

- Meet minimum statutory requirement Meet minimum statutory requirement, including Longshoremen's and Harbor Worker's Act, Jones Act, or other maritime law coverage when work is performed adjacent to a body of water
- Employer's liability coverage with minimum limits of:
 - \$1,000,000 Bodily Injury by accident (per accident)
 - \$1,000,000 Bodily Injury by disease (policy limit)
 - \$1,000,000 Bodily Injury by disease (per employee)
- Policy must contain a Waiver of Subrogation endorsement issued in favor of:
 - a. Bergenline Capital 4901, LLC
 - b. DMR Construction Services Inc

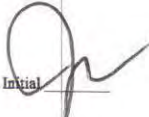
Unless otherwise stipulated above, Subcontractor agrees to maintain continuous coverage for the above insurance, including all required endorsements, as required, during the entire course of Subcontractor's Work and through the warranty period as agreed upon between Contractor and Subcontractor, and during the term of the OCIP, whichever ends later.

Owner and Contractor reserve the right to disapprove the use of any construction participants that are unable to meet insurance requirements. Certificates of Insurance proving compliance, along with the required Additional Insured and Waiver of Subrogation Endorsement forms, shall be made available to Owner and Contractor, its and their representatives, and Paladin Risk Management upon request.

Note: Prior to binding, renewal, change, or replacement of coverage, construction participants will submit a Certificate of Insurance to Contractor, along with the required Additional Insured and Waiver of Subrogation Endorsement Forms, proving that coverage and limits are met as specified in this section. Subcontractor shall provide a 30-day notice of cancellation provision.

The limits of liability for the insurance required of the construction participants, as stated in the subcontract agreement, are minimum limits only and are not intended to restrict the liability imposed

on the construction participants for work performed under their Construction Subcontract Agreement, or otherwise.

Initial 

Enrollment of Sub Tier Contractors

Construction participants are responsible for notifying Contractor and Paladin Risk Management of all sub tier contractors, of any level, awarded and to provide those details about their sub tier contractors as necessary to enroll them in the OCIP. Construction participants must accurately complete a Sub Tier Contractor Enrollment Form for each sub tier contract awarded. These forms must be submitted to Contractor and Paladin Risk Management prior to mobilization to obtain coverage for eligible sub tier contractors under the OCIP. Once enrolled, each sub tier contractor will be provided with a Certificate of Enrollment as Evidence of General Liability insurance for the Project and will be a named insured on the OCIP policy.

Sub Tier Contractor's Insurance Coverage

OCIP Participants are responsible for ensuring that their sub tier contractors maintain the required insurance coverage as specified above in "Other Required Coverages" and in the subcontracts. Specifically, OCIP Participants are responsible for ensuring and monitoring that their sub tier contractors maintain and provide evidence of Umbrella and Professional Liability (if applicable), and Workers' Compensation, Auto Liability, and General Liability insurance for activities away from the Project site. Subcontractor's sub tier contractors are also to provide Additional Insured and Waiver of Subrogation Endorsements on their liability policies, as stipulated in the Agreement.

Non-eligible sub tier contractors will not be enrolled in the OCIP. OCIP Participants must also ensure and obtain evidence that its non-eligible sub tier contractors maintain and provide evidence of Umbrella and Professional Liability (if applicable), and Workers' Compensation, Auto Liability, and General Liability insurance policies, and provide Additional Insured and Waiver of Subrogation Endorsements on their liability policies, as stipulated in their Agreement with Contractor.

Section 5: OCIP Safety Guidelines

The purpose of this Section is to provide **general** safety guidelines for the Project. Please refer to Contractor's safety program as well as your Agreement for specific details concerning your obligations to provide and maintain a safe working environment on the Project site. Should there be any conflicting information amongst this Manual, Contractor's safety program, or any contract, Contractor's safety program or contracts will govern. Paladin Risk Management is not in charge of each construction participant's safety program. Rather, the role of Paladin Risk Management is to encourage construction participants to perform their safety obligations within the objectives set forth in this Manual, state, Local – Municipal and OSHA Guidelines and Regulations.

Primary Goals

A construction safety program is designed to accomplish the following:

- Establish expectations and minimum standards to implement the safest possible work site.
- Provide uniform information to all construction participants on the site.
- Create a safety culture on the site where all construction participants are motivated to work with each other to avoid work site injuries.

Protecting people and property is the primary goal of any safety program. Reducing the negative effects of injury to persons and damage to property when an accident occurs is also very important. Learning from prior claims and using this information to prevent future injury is another key component of a safety program.

Construction Participant's Role

The key to an effective safety program is having proactive construction participants who take the initiative to prevent accidents. It is expected that potential safety hazards found to exist on the job will be promptly corrected. Formal communication will be maintained between the construction participant and Contractor regarding accident prevention and safety enforcement. Such formal communication is necessary to provide follow-up action on the part of the construction participant and to prevent misunderstandings.

Construction participants, managers and supervisors are held accountable for the safety performance demonstrated by the workers under their supervision. The construction participant is responsible for compliance with the accident prevention and safety requirements contained in this Manual, Contractor's safety program and/or its subcontract agreement. Each construction participant will:

1. Maintain a positive attitude and help promote a safe environment.
2. Demonstrate support for the safety program by having management follow the rules themselves.
3. Plan all work to minimize the chances of personal injury, property damage and loss of production efforts, while maximizing the quality of the work performed.
4. Provide consistent and continuous safety monitoring as well as communicate the results of the monitoring program.
5. Establish and maintain a system for early detection and correction of unsafe practices and conditions.
6. Maintain complete and accurate safety records.
7. Provide adequate protection to adjacent public and private properties for the safety of the public. Provide photo or video documentation of the condition of all areas susceptible to claims.

On-Site Safety Procedures

Contractor may notify the construction participant of deficiencies related to safety or other Program procedures as well as corrective actions required. Once this notice is delivered to the construction participant or the participant's representative at the Project site, this will be deemed sufficient notice of non-compliance and corrective action required. Upon receipt, the construction participant will immediately take corrective action. If the construction participant fails or refuses to take corrective action promptly, Contractor may, without prejudice to other legal or contractual rights, issue an order stopping all or part of the construction participant's work. Work will not resume until compliance is met.

The construction participants will maintain an accurate record of all accidents and incidents occurring at the Project. The construction participant will be held responsible to ensure compliance with this program by all of its sub tier contractors of any level and vendors.

Emergency Action Plan

The construction participant will implement procedures to handle emergencies created by the following:

- Injuries to workers
- Injuries to the general public on or adjacent to the Project site
- Property damage, with particular emphasis on utilities, pedestrian and vehicular routes
- Fires
- Natural disasters, such as earthquakes
- Public demonstrations, such as mobs, riots, etc.
- Bombs or other destructive threats
- Hazardous material exposures or other potential hazards that may occur at the Project site
- Severe weather, particularly lightning storms and high winds

Emergency Plan Implementation

Should an emergency occur, the construction participant will:

1. Immediately secure the area and implement the emergency action plan.
2. Notify Contractor.
3. Provide information regarding the emergency to the authorized Owner/Contractor and Program representatives only. Questions from the press and media will be directed to the Project's Safety Director.

Serious Accidents

Construction participants will issue standing orders to all supervisors directly in charge of operations that the scene of the accident will not be disturbed except for rescue or other emergency measures, until otherwise directed by Owner/Contractor. Workers of the construction participants that either witness or are a party to an accident should be detained by their respective designated supervisor at the Project site to provide detailed information surrounding the accident or loss.



Posting of Emergency Telephone Numbers

To ensure that emergency actions are promptly taken, construction participants will post emergency telephone numbers in an obvious place(s). The construction participant will designate responsible personnel to make emergency calls.

Section 6: OCIP Claims Reporting

Liability Claims

There are several different types of claims that can arise under the OCIP. Although they may be handled in a similar way, it is important to recognize the difference between the types of claims and understand how they may impact losses on the Project. This section addresses how to report claims and to whom they should be reported.

As stated throughout this Manual, it is the policy of this Project and the intent behind the OCIP to obtain the earliest notice possible of any of these claims so that immediate investigation and resolution can be attempted. This early resolution is designed to lower claims costs and to keep claims from escalating in scope and size. In order to accomplish this goal, Owner/Contractor must have notice of a claim as early as possible.

In the event of any accident, incident, construction participants must:

- Report it immediately to the Project Manager/Superintendent;
- Call the claims reporting line identified in Section 6 of this Manual; and
- Fill out a General Liability Notice of Occurrence/Claim and turn it in to Contractor within 24 hours. A sample of this notice can be found at Section 8 of this manual.

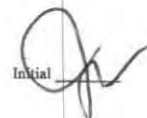
For ease of reference, this Manual contains a Claims Reporting Guide in this Section 6, which sets forth the procedures for reporting an accident, incident or claim.

It is very important that as a representative of the Project, all construction participants refrain from offering any opinions relating to a claim or potential claim to any party without the express authorization of Owner/Contractor. Failing to abide by this rule may prejudice the investigation or the ultimate adjusting of the claim.

On-Site Automobile Claims

No coverage is provided for auto accidents/claims under the OCIP. It is the sole responsibility of each construction participant to report accidents/claims involving their vehicles to their own auto insurers.

HOWEVER, all auto accidents, incidents or claims occurring in or around the Project site must be reported to Contractor. These accidents will be investigated regarding potential liability arising out of the Project's construction activities that could result in future claims under the OCIP (e.g., due to the conditions of the roads, etc.). Each construction participant shall cooperate in the investigation of all automobile accidents.

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Administrative Contacts

Paladin Risk Management is the OCIP Administrator for the Bergenline Station Project located at 4901 Bergenline Ave., West New York, NJ 07093. The purpose of this section is to provide claims contacts for the OCIP. Any changes to the contact information in this section will be issued in writing. Paladin Risk Management maintains a complete list of construction participants at all times and a list of active and inactive participants may be viewed on the wrap up web site. The name and contact information for the OCIP is as follows:

OCIP ACCOUNT MANAGER

COMPANY	Paladin Risk Management	PHONE	888-240-4431, Ext. 122
CONTACT	Kristina Dwyer	EMAIL	Kristina@paladinriskmanagement.com
ADDRESS	275 E. Hillcrest Dr., Suite 215 Thousand Oaks, CA 91360	FAX	888-592-9309

OCIP PROJECT MANAGER

COMPANY	Paladin Risk Management	PHONE	888-240-4431, Ext. 130
CONTACT	Andrea LeVine	EMAIL	Andrea@paladinriskmanagement.com
ADDRESS	275 E. Hillcrest Dr., Suite 215 Thousand Oaks, CA 91360	FAX	888-592-9309

PROJECT OWNER

COMPANY	Bergenline Capital 4901, LLC	PHONE	(201)210-2727
CONTACT	Glenn La Mattina	EMAIL	Glamattina@nrria.net
ADDRESS	1325 Paterson Plank Rd. 2 nd Floor Secaucus, New Jersey 07094		

**OCIP BROKER
AND CLAIMS REPRESENTATIVE**

COMPANY	Castle Rock Capacity LLC	PHONE	(212)360-2334
CONTACT	Jon Lipton	EMAIL	Jon.lipton@epicbrokers.com
ADDRESS	90 Broad St. Suite 1503 New York City, New York 10004		

Claims Reporting Guide

Please copy this page and provide it to each of your superintendents, foremen, crew leads, etc. to carry with them at all times. This information should also be visibly posted at the Project site.

**TO REPORT A CLAIM/ACCIDENT/INCIDENT OF LOSS
AFTER REPORTING TO PROJECT SUPERINTENDENT**

BERGENLINE STATION

Claims Reporting Line

(917)881-1576

- 1) Call the claims reporting line at the number above, if an injury occurs or property damage is sustained on the Project site.
- 2) Reference your company or trade name.
- 3) Complete a General Liability Notice of Occurrence/Claim form (A sample can be found at Section 8 of this Manual).
- 4) Email the Form to:
DMR Construction Services Inc
Attention: Allen Frost
Email: Afrost@dmrconstruct.com
- 5) Provide the Claims Rep with a copy of the completed Form
Castle Rock Capacity LLC
Attention: Jon Lipton
Email: Jon.lipton@epicbrokers.com
- 6) Retain a copy of the completed General Liability Notice of Occurrence for your records.

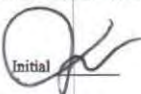
Section 7: Wrap up Frequently Asked Questions

What is an Owner Controlled Insurance Program ("OCIP")?

An Owner Controlled Insurance Program ("OCIP"), also known as Wrap Up, is a consolidated insurance program comprised of one or more insurance policies issued by insurance carriers ("OCIP Policy") and purchased by an Owner. The OCIP covers all enrolled construction participants, who share on the limits of the OCIP, on a given construction project.

What coverage is provided under the Bergenline Station Project OCIP?

The OCIP provides general liability coverage for the Bergenline Station Project and no other project. The insurance provided covers general liability exposures only. It does not cover workers' compensation, automobile liability or contractor's equipment.

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Subcontractors will still be required to provide proof of their own general liability insurance for work performed away from the Project site in accordance with their written Agreement with the Contractor.

Why is a Wrap Up more effective in defending construction defect claims?

The OCIP provides a unified response to a claim. The OCIP insurance carrier provides a single defense attorney to defend the interests of the Owner and any OCIP Participants.

In a non-OCIP claim, each Subcontractor and its sub tier contractor of any level have their own general liability policy that must respond to the claim and provide for a separate defense even if that Subcontractor or sub tier contractor is ultimately found blameless. This delays settlements and creates additional expenses in the form of deductibles, legal fees and increased insurance rates.

Another negative result of non-OCIP claims defense is that it 'pits' Owner and/or Contractor against the Subcontractor and sub tier contractor when assigning a loss responsibility. In actuality, their interests should be aligned to defend against the plaintiff's allegations. Under an OCIP, there is no need to assign blame.

Who is Paladin Risk Management?

The Owner has hired Paladin Risk Management as the OCIP Administrator for the Project. Paladin Risk Management is administering the OCIP, which includes working with Project participants to help them understand this type of insurance coverage. Paladin Risk Management will issue enrollment certificates and informational insurance manuals. Paladin Risk Management is also available to answer any questions you may have.

Can I rely upon these Frequently Asked Questions (FAQs) for advice regarding this insurance policy?

No. This guide is meant only as an overview and is not intended to change in any way or explain any coverage provided by the OCIP on behalf of the insurance carrier. You are expressly advised to read the OCIP policy yourself and seek advice from your own insurance and legal advisors. Although **Castle Rock Capacity LLC** is the insurance broker for this OCIP; it is acting on behalf of the Owner and not on behalf of any other construction participant of this Project. You should consult your own advisors to assist you in understanding your rights, coverage, limits of insurance, and obligations under the OCIP.

What are the benefits of participating in the OCIP?

By participating in the OCIP, you do not have to buy additional insurance or completed operations coverage for your ongoing contractual indemnity obligations for this Project.

Another advantage to the OCIP is that the allocation of fault in a construction defect case is not necessary. Time-consuming and frustrating litigation between the Owner, Contractor, Subcontractor, and sub tier contractors of all level will be reduced significantly.

Enrolled construction participants in the OCIP are insured on the same policy. The Program insurance carrier provides a single defense attorney to defend the interests of the Contractor and any construction participants working on the Project. There is no need to allocate blame among OCIP Participants. Therefore, there is no need for separate counsel and cross complaints within the construction team.

No allocation of blame on an OCIP claim means no loss run reporting for future insurance purchasing by the enrolled construction participants.

Completed operations coverage on this Project does not have to be purchased by OCIP Participants. There is no need to worry about the future insurance market and exclusions for this Project.

OCIP projects may be excluded from your normal general liability insurance policy for a possible premium and deductible savings.

What if I use sub tier contractors?

As set forth in the contract documents, sub tier contractors of all level are subject to the provisions of the OCIP. The OCIP Administrator, Paladin Risk Management will assist you in maintaining compliance. All sub tier contractors gaining access to the Project site must also be enrolled in the OCIP prior to commencing work. It is your responsibility, as Subcontractor and per your Agreement with the Contractor, to make sure your sub tier contractors are enrolled and meet all the

requirements stipulated in your Agreement with the Contractor, including required insurance. There are no exceptions.

Can I still get sued on this Project?

It is possible. As pointed out in your Agreement with Contractor, you are only released from your indemnity obligation when the OCIP covers the claim. If you fail to perform your Agreement in an appropriate or timely manner, the Owner can still hold you accountable. You are required to meet all of your contractual obligations. The OCIP changes only the insurance coverage for the policy's covered claims. We still expect strict adherence to construction standards and practices.

What happens if there is an injury or claim?

As set forth in the OCIP Insurance Manual, all accidents, injuries or claims (even if they are not covered by the OCIP) **must be** reported within 24 hours to the on-site Project Manager/Superintendent's office, as well as to the Owner, using the General Notice of Occurrence/Claim Form. (This can be found in Section 8 of this Manual). It is imperative that all claims, accidents and/or incidents on this Project site are documented and reported to the appropriate parties. If you are sued for something you believe is covered by the OCIP, immediately turn in the claim to the on-site Project Manager/Superintendent's office and to the Owner.

When does my coverage become effective?

You are enrolled into the OCIP when the OCIP Administrator, Paladin Risk Management, issues a Certificate of Enrollment form for your organization. You should not begin work until you have been enrolled.

Who should I call if I have questions?

If the questions pertain to OCIP coverage or procedures please call the OCIP Administrator, Paladin Risk Management. For contact information, please see Section 6 of this Manual.

Section 8: OCIP Participant and Policy Forms

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SUB TIER CONTRACTOR ENROLLMENT FORM

OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

PROJECT: **BERGENLINE STATION**

In order to enroll your sub tier contractors into the OCIP, you **must** complete and return this form to the **Contractor and OCIP Administrator (Paladin Risk Management)** as soon as you award a sub tier contract. Please Note: A separate form must be completed for each sub tier contractor. Information needs to be typed or neatly printed in dark ink, as illegible enrollment requests will not be processed.

**SUBCONTRACTOR
COMPANY:**

All State Electrical Construction

☒ WE **WILL NOT** HIRE ANY SUB TIER CONTRACTORS ON THIS PROJECT. (Check if applicable.)

☐ WE **WILL** HIRE A SUB TIER CONTRACTOR ON THIS PROJECT. (Complete below.)

Sub Tier Contractor Company:

Contact Person (Full Name):

Full Street Address:

Telephone:

Email:

Expected Start Date:

Expected Completion Date:

Contract Award Value

Type of Work (Trade Role)

Is there a design/ build element
in this trade's scope of work?

***** PLEASE RETURN A COMPLETED FORM VIA EMAIL TO: *****

DMR Construction Services Inc

Attn: Allen Frost

Email: Afrost@dmrconstruct.com

AND

Paladin Risk Management

Attn: Kristina Dwyer

Email: Kristina@paladinriskmanagement.com

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**GENERAL NOTICE OF OCCURRENCE / CLAIM FORM
BERGENLINE STATION PROJECT**

Date of Incident: _____ Time of Incident: _____

Location of Incident: _____

Description of Incident: _____

Police Notified: _____ Police Report # _____

CLAIMANT INFORMATION / INJURED PARTY

Name: _____

Address: _____

Telephone # _____

DESCRIPTION OF INJURY or PROPERTY DAMAGE

Injured Party Taken To: _____

WITNESS INFORMATION

Witness # 1

Witness #2

Name

Address

Telephone #

Comments:

Information

Completed By: _____ Date: _____



**EXHIBIT E
ADDENDUM TO
SUBCONTRACT AGREEMENT
REGARDING OCIP INSURANCE
AND ADDITIONAL TERMS AND CONDITIONS
(Bergenline Station Project)**

The Subcontractor Agreement ("Agreement") between Bergenline Capital 4901 LLC ("Owner") and ("Subcontractor"), dated , for services performed on the Bergenline Station project ("Project") located in West New York, NJ, is hereby amended and/or modified with respect to insurance provisions set forth therein. Bergenline Capital 4901 ("Owner"), as part of an Owner Controlled Insurance Program ("OCIP"), has obtained a primary commercial general liability insurance policy ("OCIP Policy"), also commonly referred to as a Wrap Up Policy, naming it, as well as other designated construction participants, including Contractor, and other eligible and enrolled trades (hereinafter collectively referred to as "Participants"), for certain insurable risks on this Project. The OCIP is administered through Paladin Risk Management ("Program Administrator") and the OCIP Policy is obtained through First Mercury Insurance Company ("Insurance Carrier").

Subcontractor agrees that the following amendments and/or modifications are effective as of the date of the Agreement and the amendments and/or modifications are fully incorporated therein. As consideration for Subcontractor's acceptance of the terms of this Addendum, certain insurance coverages will be provided for Subcontractor as specified in the full OCIP Policy. In the event of any conflict between this Addendum and the Agreement or other Contract Documents (as defined in the Agreement, or defined as the Agreement and any documents expressly incorporated therein, if undefined), the terms of this Addendum shall control.

I. Subcontractor's insurance coverage obligations are found in the Agreement at Article 13 Insurance (Insurance). Notwithstanding the provisions therein, they are amended or modified as set forth below:

The OCIP Policy is specific to the subject Project and extends coverage to all eligible and enrolled Subcontractors performing Work (as defined in the Agreement, or defined as services performed, if undefined) in connection with the Project on the property. Execution hereof by Subcontractor constitutes Subcontractor's agreement to enroll in such OCIP Policy and to abide and be bound by (a) all the terms, conditions, limitations, and exclusions of the OCIP Policy and (b) all the provisions and requirements of the OCIP Insurance Program Manual ("Insurance Manual"), Exhibit W, as it may be amended from time to time.

Without in any manner modifying the OCIP policy, enrollment in the OCIP occurs upon the issuance of a Certificate of Enrollment. Enrollment must take place prior to an occurrence for which coverage is sought under the OCIP. Eligible parties shall be enrolled in the OCIP through the Program Administrator ("Eligible Parties"). Certain parties may be ineligible for enrollment into the OCIP if their scope of Work is of the type which would be excluded under the OCIP ("Ineligible Parties"). These Ineligible Parties shall provide insurance as set forth herein and in the Agreement. In limited circumstances, parties may be excluded from the OCIP by Owner in its sole discretion ("Non-Enrolled Parties"). These Non-Enrolled Parties shall provide insurance as set forth herein and in the Agreement.

The OCIP coverages shall cover Enrolled Parties only. Enrolled Parties are: the Owner, Contractor and eligible Subcontractors of all tiers that enroll in the OCIP, and such other trades, persons or entities as Owner may designate, in its sole discretion (each party insured under the OCIP is an "Enrolled Party"). Enrolled Parties shall obtain and maintain, and shall require each of their subcontractors of all tiers to obtain and maintain, the insurance coverage specified in Subsection I.4, below, and in the Insurance Manual.

The OCIP coverages do not **typically** cover the following "Excluded Parties":

- a. Hazardous materials remediation, removal and/or transport companies and their consultants;
- b. Architects, surveyor, engineers, and soil testing engineers, and their consultants;
- c. Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pick up, deliver, or carry materials, personnel, parts or equipment, or any other items or persons to or from the Project site;
- d. Subcontractor and each of its or their respective Subcontractors of all tiers that do not perform any actual labor on the Project site; and

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- e. Any parties or entities not specifically identified in this Addendum, as well as any parties or entities excluded by Owner in its sole discretion, even if they are otherwise eligible.

Excluded Parties and parties no longer enrolled in or covered by the OCIP shall obtain and maintain, and shall require each of their subcontractors of all tiers to obtain and maintain, the insurance coverage specified in the Agreement.

The types of risks covered by this policy are defined and specified in the actual insurance policy. Subcontractor is charged with the responsibility of obtaining from the Broker-of-Record, Castle Rock Capacity LLC, a copy of the OCIP Policy for review. It is Subcontractor's responsibility to obtain professional assurance and/or legal counsel regarding this insurance policy. Owner and Contractor make no representations regarding the scope, adequacy, nature, quality or limits of the OCIP and Subcontractor expressly acknowledges the lack of reliance upon any representations made by Owner or Contractor or its and their representatives regarding the scope, adequacy, nature, quality or limits of the insurance provided by the OCIP Policy. Subcontractor shall hold Owner and Contractor and its and their representatives, including, but not limited to Program Administrator, insurance brokers and/or agents, free and harmless from any and all claims asserting or alleging that the scope, type and/or amount of coverage provided under the OCIP is inadequate or insufficient. The OCIP is intended to be the primary source of coverage for the risks covered thereunder and shall assume primary position to Subcontractor's insurance in the areas of risk covered by the OCIP.

1. Owner shall be responsible for payment of insurance premiums for the OCIP Policy. Subcontractor shall be responsible for contributing toward the insurance premium in an amount equivalent to the cost the Subcontractor's current general liability insurance would charge to cover its contract award for the project. ("Actual Rate")
2. The OCIP Policy available limits shared among Owner, Contractor, and eligible and enrolled subcontractors as of July 16th, 2018 are as follows:

Designated Project	Bergenline Station
Type of Project	Apartments & Retail Space
Number of Units	97 Apartments & 12000 Square Feet of Retail Space
First Named Insured	Bergenline Capital 4901, LLC
Primary Insurance	
Insurance Carrier	First Mercury Insurance Company
Policy Period	07/16/2018-07/16/2021
Policy Number	NY-CGL-0000079257-01
Limits	\$2,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products-Completed Operations Aggregate
Deductible	\$25,000 per occurrence
First Excess Insurance	
Insurance Carrier	First Mercury Insurance Company
Policy Period	07/16/2018-07/16/2021
Policy Number	NY-EX-0000079258-01
Limits	\$8,000,000 Each Occurrence \$8,000,000 General Aggregate \$8,000,000 Products-Completed Operations
Second Excess Layer	
Insurance Carrier	Navigators Insurance Company
Policy Period	07/16/2018-07/16/2021
Policy Number	IS18EXC938252IV
Limits	\$11,000,000 Each Occurrence \$11,000,000 General Aggregate \$11,000,000 Products-Completed Operations
Third Excess Layer	
Insurance Carrier	Philadelphia Indemnity Insurance Company
Policy Period	07/16/2018-07/16/2021

Policy Number	PHUB639161
Limits	\$5,000,000 Each Occurrence \$5,000,000 General Aggregate \$5,000,000 Products-Completed Operations

3. The OCIP requires satisfaction of a per occurrence deductible in the amount of \$25,000. Each enrolled Subcontractor is obligated to contribute toward the deductible in the manner set forth herein.

In the event of an occurrence during the course of construction (prior to completion and acceptance of Subcontractor's Work) or after the course of construction (during the policy's statute of repose), which requires Contractor to satisfy all or any portion of the deductible and which arises out of the scope of Work by or for Subcontractor, each "involved" Subcontractor shall contribute the equivalent amount of its general liability policy's deductible in place at the time of loss or \$5,000, whichever is greater.

If the amount collected hereunder exceeds the amount actually expended in satisfaction of the deductible, the contribution from each Subcontractor will be proportionately reduced by an amount so that the total amount collected equals the actual deductible amount incurred.

"Involved" includes, but is not limited to, occurrences where an employee of a subcontractor or third party is injured on the job site and sues for a claim that is covered by the OCIP or if the Work or property of Owner, Contractor, another subcontractor or third party is damaged in any way arising out of or in connection, directly or indirectly, with the scope of Work of the Subcontractor.

This allocation of the deductible is not an indemnity claim and shall remain uninsured by the OCIP. It is a contractual allocation of the mutual obligations of the insureds under the OCIP Policy.

Upon written notice from Owner or Contractor of the required deductible contribution amount provided above and the basis therefore, Subcontractor shall provide said sum to Owner or Contractor within thirty (30) days after receipt of such notice. Subcontractor's failure to remit payment to Owner or Contractor of the required deductible contribution amount in the time frame set forth above may result in, but not be limited to, a loss of coverage for Subcontractor under the OCIP Policy.

4. A Subcontractor who is enrolled in the OCIP shall, prior to commencement of its Work and prior to entry onto the Project, provide to Owner and Program Administrator evidence of all Required Insurance coverages as set forth in this Addendum in the form of a certificate from a carrier or carriers that has or have a current AM Best rating of A- or better:

a. Commercial General Liability Insurance, written on a full occurrence policy form, provides coverage on a primary and non-contributory basis to the OCIP, and covers work and operations away from the Project (**off-site**), with minimum limits of liability of not less than:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
Or	
\$1,000,000	Combined Single Limit Bodily Injury and Property Damage- Each Occurrence
\$2,000,000	Combined Single Limit Bodily Injury and Property Damage- Aggregate
Or	
\$1,000,000	Bodily Injury-Each Occurrence
\$2,000,000	Bodily Injury-Aggregate
\$1,000,000	Property Damage-Each Occurrence
\$2,000,000	Property Damage-Aggregate

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- b. Commercial Auto Insurance, including liability for "any auto" or for all owned, non-owned, leased and hired automobiles, trucks, trailers, and semi-trailers, including but not limited to any machinery or apparatus attached thereto, with minimum limits of not less than:

\$1,000,000 Combined Single Limit per Accident for bodily injury and property damage

Or

\$1,000,000 Bodily Injury-Each Person
\$1,000,000 Property Damage-Each Occurrence

- c. Workers' Compensation Insurance compliant with State law, and Employer's Liability, with minimum limits of not less than:

\$1,000,000 Bodily Injury by Accident (per accident)
\$1,000,000 Bodily Injury by Disease (policy limit)
\$1,000,000 Bodily Injury by Disease (per employee)

- d. If the scope of Work to be performed by Subcontractor contains an element of design Work, then Subcontractor must furnish and maintain Professional Liability Insurance for errors and/or omissions for each consultant and Subcontractor who is providing professional services for the Project, including, but not limited to, design or design/build services, with minimum limits of:

\$1,000,000 Per claim limit and
\$1,000,000 Annual aggregate limit

Coverage shall be maintained during the period of the Agreement and for not less than three (3) years from the issuance of a temporary certificate of occupancy for the entire Project.

5. Unless stipulated otherwise in Section I.4 above, Subcontractor agrees to maintain continuous coverage for the above insurance and provide all policy endorsements, as required, during the entire course of Subcontractor's Work and through the warranty period as agreed upon between Owner and Subcontractor, and during the term of the OCIP, whichever ends later.

6. The General Liability and Commercial Auto Insurance [and Excess or Umbrella Liability Insurance (except for Workers Compensation; only for Employers Liability policies)] provided by Subcontractor shall name the following as Additional Insured and Additional Insured Endorsements shall be provided:

Bergeline Capital 4901, LLC
DMR Construction Services Inc

The required Additional Insured Endorsements shall be delivered to Owner prior to the earlier of commencement of Subcontractor's Work or its entry onto the Project.

7. Subcontractor's General Liability, Commercial Auto Insurance and Workers' Compensation policies shall provide waiver of subrogation endorsements in favor of the above named Additional Insureds. Subcontractor waives all of its rights of recovery, and waives all rights of recovery (including but not limited to subrogation) of its insurers and against Owner and Contractor for damages that are covered by the OCIP. Subcontractor further waives all of its rights of recovery, and waives all rights of recovery (including but not limited to subrogation) of its insurers under the non-OCIP insurance policies maintained by Subcontractor in connection with its Work on the Project, against Owner and Contractor. Subcontractor shall cause its respective insurance policies as required above to contain such waivers of subrogation, by endorsement. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (1) would otherwise have a duty of indemnification, contractual or otherwise; (2) did not pay the insurance premium directly or indirectly; and (3) whether or not such individual or entity has an insurable interest in the property damaged.

8. The Project is an OCIP, accordingly Subcontractor shall provide proof by endorsement that its general liability policy does not exclude coverage for Subcontractor's Work and operations away from and/or adjacent to the OCIP Project (off-site).

9. Subcontractor shall provide Owner with thirty (30) days prior written notice for cancellation, material change in terms and non-renewal of coverage of its General Liability,

Auto, Workers' Compensation employer's liability policies, including its Professional Liability policy, if required. If a policy is cancelled or non-renewed, Subcontractor shall immediately provide replacement certificates and endorsements for the replacement coverage, consistent with the requirements of this Addendum. Any delay or failure on the part of Contractor in enforcing this requirement shall not be deemed a waiver of, or estoppel to assert, the requirement or the obligation on the part of Subcontractor or any other party to provide insurance.

10. Enrollment of Subcontractors and their eligible sub tier contractors is mandatory. Subcontractor acknowledges and agrees that all of its eligible sub tier contractors of any level, if any, who perform Work on the Project shall be enrolled in the OCIP. Failure of Subcontractor to do so will amount to a material breach of the Agreement. Subcontractor assumes full responsibility for its sub tier contractors and the Work that they do. Subcontractor assumes full responsibility for any and all sub tier contractors' compliance with and, where required, the submission to Contractor and Program Administrator of all insurance requirements set forth in the Agreement, as well as all other requirements contained in this Addendum, the Agreement and the Insurance Manual.

11. Certificate Holder shall be:

Bergenline Capital 4901, LLC
1325 Paterson Plank Rd 2nd Floor
Secaucus, New Jersey 07094

12. Proof of Required Insurance, as stipulated above, shall be provided, for review of compliance, within 3 days after request, to:

Paladin Risk Management
Attn.: Kristina Dwyer
Kristina@paladinriskmanagement.com

13. Nothing contained in these insurance provisions or elsewhere in the Contract Documents shall relieve the Subcontractor or any of its sub tier contractors of their respective obligations to exercise due care in the performance of their duties in connection with the Work and to complete the Work in strict compliance with the Contract Documents.

14. If at any time Subcontractor's insurance fails to meet the requirements stated herein, all payments may be held until the non-compliance has been corrected to Contractor and Owner's satisfaction. In the event Subcontractor fails to secure or maintain any policy of insurance required under these insurance requirements, Contractor, at its sole discretion and election, may terminate this Contract, and Contractor shall retain all rights and remedies hereunder for breach of the Agreement.

15. None of the requirements contained in these insurance requirements as to types, limits or acceptability of insurance coverage to be maintained by Subcontractor or its sub tier contractors are intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Subcontractor and/or its sub tier contractors under the Agreement or at law, including, without limitation, Subcontractor's and/or its sub tier contractors' indemnification obligations and liability in excess of the limits of the coverages required herein. No forbearance, act or omission by or on behalf of Owner or Contractor, including, without limitation, permitting Subcontractor or any of its sub tier contractors to commence Work or to continue Work, or releasing any payment, or receiving any certificates, endorsements, waivers, policies or other insurance documents or information, not in compliance with any provision of these insurance requirements or any of the other Contract Documents, shall constitute a release of, waiver of or estoppel to assert any right of Owner and Contractor under any of the Contract Documents or otherwise, nor a release of, waiver of or estoppel to assert any duty or obligation owed by Subcontractor or any of its sub tier contractors, under the Contract Documents or otherwise. Contractor shall not be obligated to review certificates of insurance or to advise Subcontractor of any deficiencies in coverage. Contractor's receipt of an insurance certificate from Subcontractor shall not be deemed a waiver of Contractor's right to enforce the terms of the Agreement nor a waiver of Subcontractor's obligation to obtain the coverages required herein.

16. Subcontractor acknowledges and agrees that it is solely responsible for safety in connection with its Work at the Project site. Subcontractor acknowledges and agrees to comply fully with all safety and health, hazardous and toxic materials and hazard

communications standards requirements, including, without limitation, as set forth in the Contract Documents. Nothing in this Addendum or any other Contract Document shall be deemed to render Owner or Contractor an employer of Subcontractor or any of its sub tier contractors, or any of its or their personnel or employees.

17. Should a claim be made by any third party, Owner shall maintain unilateral authority and entitlement to select counsel to represent the Participants' interests, to the extent that the claim is within the limits of the deductible. To the fullest extent permitted by law, Subcontractor agrees to waive any potential or actual conflict of interest in the selection of counsel by Owner.

II. Subcontractor's indemnity and defense obligations are found in the Agreement at Article 12 Indemnification (Indemnification). Notwithstanding the provisions therein the following is hereby incorporated into the Agreement as though fully set forth therein:

Throughout this Section, the "Indemnified Party(ies)" and "Indemnitees" shall hold the same meaning as defined in the Agreement. If "Indemnified Party(ies)" and "Indemnitees" are not defined in the Agreement, they shall be defined to mean the Owner, Contractor, and any of their respective officers, agents, servants, or employees, and affiliates, parents and subsidiaries. The term "Construction Defect Claims" shall be defined as a claim related to an alleged deficiency or defect in the development, planning, design, supervision, observation of construction or construction of an improvement to real property. To the extent a claim, loss, demand, incident or liability falls outside the scope of coverage of the OCIP, the following defense and indemnity obligations apply:

1. The work performed by Subcontractor shall be at the risk of the Subcontractor and its employees and agents exclusively. To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless, including costs to the Indemnified Parties from and against liability for Construction Defect Claims to the extent the claims arise out of, pertain to, or relate to the Subcontractor's scope of work due to the fault of the Subcontractor. Subcontractor's indemnification and defense obligations hereunder shall extend to Construction Defect Claims occurring after the Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified herein are fully and finally barred by applicable Laws.
2. In consideration of the Agreement, and to the fullest extent permitted by law, Subcontractor shall fully defend, and shall indemnify and hold harmless (at Subcontractor's sole expense) the Indemnified Parties, from and against all claims for damages involving personal injury, wrongful death, property damage, or economic damage (including but not limited to investigative and repair costs, attorneys' fees, consultant fees and all costs) arising out of or resulting from or in any way connected to the Work covered by the Agreement, or the acts or omissions of the Subcontractor, its employees, agents, servants, subcontractors, regardless of whether or not such claimed liability may be caused in part or concurrently by an Indemnified Party hereunder, and excluding only liability created by the sole and exclusive negligence of the Indemnified Parties. Subcontractor's defense and indemnification obligations shall survive termination of the Agreement.
3. This indemnity provision is intended to provide indemnification and defense to the Indemnified Parties any time the work of the Subcontractor causes or contributes or is alleged to have caused or contributed to an incident which results in loss, injury or damages to another even when the negligence of the Indemnified Parties causes or contributes or is alleged to have caused or contributed in whole or in part to the incident causing the loss, injury or damages claimed. However, the Subcontractor shall not be required to indemnify or hold harmless the Indemnified Parties for any damages or injuries which arise from the gross negligence or willful misconduct of the Indemnified Parties, or for any defects in design furnished by the Indemnified Parties. Nothing contained herein shall preclude the Indemnified Parties from obtaining equitable contribution from the Subcontractor.
4. Subcontractor agrees to defend each Indemnified Party against any Construction Defect Claim, or portion thereof, related to or arising out of Work by or for Subcontractor or Subcontractor's failure to comply with the terms of the Construction Agreement (and any addenda and exhibits thereto), including, without limitation, all costs and expenses related to such defense (including, without limitation, attorneys' fees, court costs and all other professional, expert or consultants' fees and costs). Owner, Contractor and Subcontractor intend that the obligation of Subcontractor to defend the Indemnified Parties shall comply in all respects with State and Federal regulations. The obligation of Subcontractor to defend the

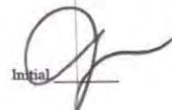
Indemnified Parties related to any Construction Defect Claim shall be effective immediately after such claim is tendered to Subcontractor by the Indemnified Parties regardless of whether Subcontractor is a party to the claim. Within ninety (90) days, Subcontractor must provide written notice to the Indemnified Parties that it will satisfy its defense obligation under this Section.

Notwithstanding the requirements and obligations set forth in the Agreement's Article 12 regarding Indemnification, Owner, Contractor, and Subcontractor are Participants under the OCIP Policy. Article 12 shall apply in the event the OCIP Policy does not in fact fully protect, indemnify and defend the Indemnified Parties. The obligations of Subcontractor pertaining to indemnification under Article 12 are excess to any such OCIP Insurance and shall not take effect until and unless the insurance provided under the OCIP is exhausted, insufficient, inapplicable to the particular claims or otherwise unavailable. In the event that the OCIP is exhausted, inapplicable or unavailable, Subcontractor's obligations under Article 12 shall immediately be triggered. Subcontractor's obligations to defend and indemnify Owner, Contractor, and other Indemnified Parties shall exist whether or not there is available insurance coverage. Subcontractor and its insurance providers shall waive any and all of its and their rights of subrogation against Indemnified Parties.

III. Safety

1. Subcontractor shall comply with, and require all sub-subcontractors to comply with, the safety rules provided herein.
2. Subcontractor shall provide safe and sufficient facilities at all times for inspection of Work by Contractor, or his representatives. Subcontractor shall take all safety measures required (if any) by Contractor, OSHA and all rules and regulations promulgated thereunder.
3. Subcontractor shall also take all reasonable safety precautions with respect to its Work and shall comply with all reasonable safety measures initiated by Contractor and all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property and shall be responsible to Contractor for reimbursement of any damages suffered by Contractor as the result of failure to comply with the terms of this Article and shall further hold harmless Contractor from all damages, liabilities, claims, costs and expenses, including, without limitation, attorney's fees caused by or relating to the failure to comply with the terms of this Article.
4. Subcontractor, by execution hereof, verifies that all personnel assigned to perform Work under this contract have completed safety training specifically required by state/federal OSHA and will be qualified by training and/or experience to complete the assigned Work. All necessary personal protective equipment deemed appropriate for the Work assignment will be provided to all personnel who will be instructed in the proper selection, care and use of such safety devices and safe guards. Safety Data Sheets (SDS) related to products which may be used on this project will be provided to Contractor and any personnel who may be required or permitted to use such products will have been made aware of the risks associated with such materials and the safety precautions necessary to protect people, property and the environment. Subcontractor shall have a designated "Responsible, Authorized, Designated Person for Safety" on the job site at all times that Subcontractor's personnel are working on the project. Subcontractor will identify and arrange for additional safety training as the need arises, will perform continuous hazard recognition for unsafe Work and will eliminate all unacceptable risks howsoever created. It is a condition of the Agreement that Subcontractor complies with all requirements that meets or exceeds OSHA requirements. It is the Subcontractor's responsibility to report any safety health hazards or potential hazards before commencing any activity which poses any hazard to any person, property or the environment.
5. Subcontractor shall at its own cost and expense protect its own employees, employees of Contractor, and all other persons from risk of death, injury or bodily harm arising out of or in any way connected with the Work, and Subcontractor shall strictly comply with all safety orders, rules, regulations or requirements of all federal, state and local government agencies exercising safety jurisdiction over said Work including, but not limited to, the federal and state OSHA regulations. To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold the Indemnitees harmless from any liability, loss, cost, damage or expense, including attorneys' fees, which they may suffer or incur as a result of any cause of action, proceeding, citation or Work stoppage arising out of or in any way connected with the alleged violation by Subcontractor of any such safety order, rule, regulation or requirement.

Bergenline Capital 4901, LLC	All State Electrical Construction, Inc.
Owner	Subcontractor
By:	By: 
Title:	Title: President
Date:	Date: 11-11-19

Initial 

4901 Bergenline from ALL STATE ELECTRICAL CONSTRUCTION 10/11/19

	Price	
Electrical Rough-in and Finish Install	\$1,200,000.00	
Temp Power (temp lighting and power for construction use--not temp electric service)	\$0.00	not temp electric service
TOTAL BASE BID	\$1,200,000.00	

Add Alternates

Generator Furnish	\$144,300.00	
Generator Install	\$41,200.00	
Furnish Fixtures including Emergency Lights	\$336,000.00	
Furnish site Lighting	\$27,300.00	
Fire Caulking/Stopping	0	excluded
Low Voltage Phone and Cable	\$75,000.00	
Low Voltage Conduit from demark location	\$2,000.00	
Fire alarm/Smoke Control Systems	\$227,925.00	
Area of Rescue Fire Telephone System	\$27,100.00	
Emergency Responder Reliabilty Testing	\$6,400.00	

Exhibit B



10 Railroad Ave.
Ridgefield Park, N.J. 07660
Tel: 201-440-3130
Fax: 201-440-3140

July 01, 2021

REVISED #01 June 2022

Bergenline Capital 4901,LLC
The Station
1 Harmon Plaza 9th Fl
Secaucus, NJ 07094

Attn: Chris Toscano

Re: Job Name:4901 Bergenline
Address: 4901 Bergenline Avenue
Job #: 190049
Change Est. #: 14 Authorized on: 06/01/22
CHANGE ORDER #14 Commodity

Dear Chris Toscano:

We are pleased to submit our change order proposal in the amount of **ONE HUNDRED NINETY-TWO THOUSAND NINE HUNDRED SEVENTY-NINE DOLLARS AND 88 CENTS (\$192,979.88)** for the following additional work:

SCOPE OF WORK:

This change order addresses commodity pricing volatility from October 1, 2019, at the time this project was negotiated, to 2022. Attached are commodity pricing sheets, for conduits and cables, from our vendor for review.

Please issue your change order or authorization to proceed with this additional work as soon as possible.

Sean Martinez, chief estimator
All State Electrical Construction

4901 Bergenline Change Order #14 Commodity Pricing	Quantity from original scope	Exhibit A OCT 2019 CONTRACT SIGNED project not yet mobilized	Exhibit B FEB 2020 project not yet mobilized	Exhibit C MAY 2020 project not yet mobilized	Exhibit D AUG 2020	Exhibit E Dec 28, 2020	Exhibit F MARCH 1 2021	Exhibits G & H MAY 2021	Exhibits I & J July 2021 As originally presented in Change Order	Exhibits K & L AUG 2021	Exhibits M & N NOV 2021	Exhibits O, P & Q FEB 2022
		Oct-19	Feb-20	May-20	Aug-20	Nov-20	Feb-21	May-21	Jul-21	Aug-21	Nov-21	Feb-22
3/4" EMT	7,620	\$0.37	\$0.65	\$0.60	\$0.64	\$0.80	\$0.96	\$1.14	\$1.37	\$1.37	\$1.49	\$1.49
1" EMT	400	\$1.10	\$1.12	\$1.05	\$1.11	\$1.39	\$1.66	\$1.98	\$2.36	\$2.36	\$2.57	\$2.57
1-1/4" EMT	1,030	\$1.79	\$1.82	\$1.70	\$1.81	\$2.26	\$2.70	\$3.21	\$3.84	\$3.84	\$4.18	\$4.18
1-1/2" EMT	800	\$2.19	\$2.22	\$2.08	\$2.21	\$2.76	\$3.30	\$3.93	\$4.69	\$4.70	\$5.11	\$5.12
2" EMT	2,750	\$2.57	\$2.60	\$2.44	\$2.59	\$3.23	\$3.87	\$4.60	\$5.49	\$5.50	\$5.98	\$5.99
2-1/2" EMT	100	\$3.89	\$3.94	\$3.70	\$3.93	\$4.91	\$5.87	\$6.98	\$8.34	\$8.34	\$9.08	\$9.08
4" EMT	1,410	\$6.69	\$6.70	\$6.28	\$6.67	\$8.33	\$10.06	\$11.97	\$14.29	\$14.29	\$15.56	\$15.58
#12 THHN CU Stranded Wire	1,418	\$0.10	\$0.10	\$0.10	\$0.12	\$0.14	\$0.18	\$0.21	\$0.23	\$0.23	\$0.22	\$0.22
#10 THHN CU Stranded Wire	1,281	\$0.15	\$0.15	\$0.15	\$0.18	\$0.22	\$0.28	\$0.32	\$0.35	\$0.35	\$0.34	\$0.34
#8 THHN CU Stranded Wire	600	\$0.25	\$0.24	\$0.23	\$0.30	\$0.36	\$0.46	\$0.58	\$0.64	\$0.64	\$0.62	\$0.62
#6 THHN CU Stranded Wire	4,320	\$0.38	\$0.37	\$0.35	\$0.46	\$0.55	\$0.71	\$0.89	\$0.99	\$0.99	\$0.95	\$0.96
#4 THHN CU Stranded Wire	700	\$0.57	\$0.55	\$0.53	\$0.70	\$0.84	\$1.09	\$1.36	\$1.51	\$1.51	\$1.46	\$1.47
#3 THHN CU Stranded Wire	650	\$0.72	\$0.69	\$0.67	\$0.88	\$1.06	\$1.38	\$1.71	\$1.98	\$1.98		\$2.32
#2 THHN CU Stranded Wire	900	\$0.90	\$0.86	\$0.84	\$1.10	\$1.33	\$1.73	\$2.14	\$2.39	\$2.39	\$2.30	\$2.32
#1 THHN CU Stranded Wire	3,200	\$1.13	\$1.09	\$1.04	\$1.33	\$1.60	\$2.08	\$2.40	\$2.71	\$2.71		
#1/0 THHN CU Stranded Wire	100	\$1.40	\$1.33	\$1.29	\$1.62	\$1.96	\$2.55	\$2.93	\$3.27	\$3.27	\$3.15	\$3.18
#3/0 THHN CU Stranded Wire	2,900	\$2.16	\$2.07	\$2.01	\$2.52	\$3.04	\$3.96	\$4.56	\$5.08	\$5.08	\$4.90	\$4.94
#4/0 THHN CU Stranded Wire	560	\$2.70	\$2.59	\$2.51	\$3.15	\$3.80	\$4.94	\$5.70	\$6.34	\$6.34	\$6.11	\$6.16
#250MCM THHN CU Stranded Wire	400	\$3.12	\$3.00	\$2.90	\$3.65	\$4.40	\$5.72	\$6.60	\$7.35	\$7.35	\$7.10	\$7.14
#500MCM THHN CU Stranded Wire	1,600	\$6.31	\$6.05	\$5.75	\$7.36	\$8.88	\$11.56	\$13.32	\$14.84	\$14.84	\$14.30	\$14.41
#600MCM THHN CU Stranded Wire	7,640	\$8.01	\$7.68	\$7.31	\$9.18	\$11.07	\$14.40	\$16.60	\$18.50	\$18.50	\$17.81	\$17.97
12/2 Aluminum Clad MC Cable Stranded	177,395	\$0.37	\$0.37	\$0.34	\$0.37	\$0.41	\$0.50	\$0.59	\$0.94	\$0.94	\$0.75	\$0.72
12/3 Aluminum Clad MC Cable Stranded	41,200	\$0.66	\$0.66	\$0.58	\$0.65	\$0.73	\$0.88	\$1.05	\$1.22	\$1.22	\$1.32	\$1.26
10/3 Aluminum Clad MC Cable Stranded	15,000	\$1.20	\$1.20	\$1.04	\$1.21	\$1.35	\$1.60	\$1.90	\$2.22	\$2.22	\$2.40	\$2.34
6/3 Aluminum Clad MC Cable Stranded	7,800	\$1.79	\$1.79					\$2.55	\$3.94		\$3.94	\$3.32
3/0-3/0-3/0-3/0-4 Aluminum Wire Feeder MC Cable	27,000	\$4.03	\$4.03					\$3.35	\$4.10			\$7.36

PROJECT: 4901 Bergenline Ave

ALL STATE ELECTRICAL CONSTRUCTION

CHANGE ORDER #14: COMMODITY COMPARISON

Current Extended cost	Former Extended Cost	Cost Delta
\$560,991.21	\$368,198.33	\$192,792.88
Current Project Commodity Expenditure	Original Project Commodity Cost Estimate	Actual Project Commodity Cost Delta